



**CITY COUNCIL
WORK SESSION AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY,
KANNAPOLIS NC
NOVEMBER 13, 2023 4:30 PM**

Please Turn off Cell Phones or Place on Silent Mode.

CALL TO ORDER AND WELCOME

RECOGNITIONS

- A. Recognition of 2023 Kannapolis 101 Employee Graduates (Annette Privette Keller, Director of Communications, Besty Barnette, Communication Specialists, Sam Keck, Communication Specialists)

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. **VOLUNTARY ANNEXATION: A-2023-08** - Resolution Directing the Clerk to Investigate and Certify the Petition and adopt a Resolution of Intent to Annex and fix date of a Public Hearing on 1.06 +/- acres of property located at 3060 Placid Road. (Richard Smith, Planning Director)
- B. **ORDINANCE AND REIMBURSEMENT RESOLUTION** - Capital Project Ordinance and Reimbursement Resolution for Capital Expenditures (Kristin Jones, Assistant to the City Manager, Brian Roberts, Finance Director)
- C. October 09 2023 Work Session Minutes (Bridgette Bell, City Clerk)
- D. October 23 2023 Business Meeting (Bridgette Bell, City Clerk)
- E. October 23 2023 Closed Session Minutes (Bridgette Bell, City Clerk)

BUSINESS AGENDA

- A. **PUBLIC HEARING AND RESOLUTION** - Conduct Public Hearing and Approve Resolution Authorizing the City Manager to Execute an Agreement for the Exchange of Property (Walter Safrit, City Attorney)
- B. **BID AWARD AND BUDGET ORDINANCE** - Ballpark Player Development License (PDL) Improvements (Mike Legg, City Manager)

MOTION TO ADJOURN

ADA Notice and Hearing Impaired Provisions

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service or activity of the City, contact Heather James, Human Resource Director at 704-920-4233 or email hjames@kannapolisnc.gov as soon as possible, but no later than forty-eight (48) hours before the scheduled event.



Kannapolis
Agenda Staff Report
November 13, 2023

To: Mayor and City Council

From: Annette Privette Keller, Director of Communications, Besty Barnette, Communication Specialists, Sam Keck, Communication Specialists

Subject: Recognition of 2023 Kannapolis 101 Employee Graduates

Action Requested by City Council

Presentation Only.

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Twenty-three City of Kannapolis employees were curious about other departments and how we all work together, that they dedicated ten weeks to the Kannapolis 101 program. They went behind the scenes to look at everything from Public Safety to Economic Development and Environmental Services. The participants of the Fall 2023 session were:

Albaro Reyes-Martinez
Cedric Smith
Chris Tarlton
Jeremi Carter
Laura Coppola
Melanie Hassler
Ryan Scharbarth
Tammy Justice

Betsy Barnette
Chase Lewis
Danielle Hough
Jessica Ferris Irick
Lauren Barnes
Meredith Wolfe
Sam Monahan
Timothy Shuffler

Bretta Dodson
Chris Overcash
Heather James
Kenny Llywely
Luis Bravo
Nayeli Gutierrez Hernandez
Shari Hoehman

Fiscal Implications

N/A

Policy Issues

N/A

Legal Issues

N/A

Recommendations and Alternate Courses of Action

No Action Required

Attachments

None



Kannapolis
Agenda Staff Report
November 13, 2023

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **VOLUNTARY ANNEXATION: A-2023-08** - Resolution Directing the Clerk to Investigate and Certify the Petition and adopt a Resolution of Intent to Annex and fix date of a Public Hearing on 1.06 +/- acres of property located at 3060 Placid Road.

Action Requested by City Council

1. Motion to Adopt a Resolution Directing the Clerk to Investigate an Intent to Annex and Certify the Sufficiency of the Petition to Annex; and
2. Motion to Adopt a Resolution of Intent to Annex and Fix Date of Public Hearing for November 27, 2023.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant and property owner, Marilyn Stark, has submitted an application for voluntary annexation of approximately 1.06 +/- acres of non-contiguous property located at 3060 Placid Road. The property is further identified as Cabarrus County Parcel Identification Number [46727521520000](#). The parcel is presently located in an unincorporated area of Cabarrus County within an area designated as future growth for the City of Kannapolis. The property is located adjacent to properties that are presently located within the City of Kannapolis' jurisdiction. Further, the applicant has made this request for voluntary annexation in order to receive City services.

Fiscal Implications

None

Policy Issues

The property is located in an unincorporated area of Cabarrus County that is currently zoned Countryside Residential (CR). This property is located within an area designated as a Future Growth area for the City of Kannapolis.

Legal Issues

Prior to considering the Annexation Ordinance, pursuant to NCGS Chapter 160A-58 *et seq.*, City Council must first direct the Clerk to Investigate the Intent to Annex and to Certify the Sufficiency of the Petition. City Council must also fix a Public Hearing date for consideration of the petition. It is requested that City Council set the Public Hearing date for November 27, 2023.

Recommendations and Alternate Courses of Action

1. **Motion to Approve the Resolution Directing the Clerk to Investigate the Intent to Annex under Chapter 160A-58 et seq. and to Certify the Sufficiency of the Petition (Recommended); and**
2. **Motion to Approve the Resolution of Intent to Annex and Fix Date of Public Hearing for November 27, 2023 on question of annexation (Recommended).**
3. Do not approve Resolutions.
4. Table Actions to future meeting.

Attachments

1. Annexation Application
2. Annexation Survey
3. A-2023-08
4. A-2023-08-BW
5. A-2023-08-Vicinity
6. Resolution Directing the Clerk to investigate an intent to annex
7. Certificate of Sufficiency A-2023-08
8. Resolution of Intent A-2023-08
9. Legal Description

Petition for Contiguous Annexation

So that we may efficiently review your request in a timely manner, it is important that all required documents are submitted with your application. Submit digitals and 1 hard copy of applications and accompanying documents to the Planning Department at the address above.

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 3060 Placid Rd Davidson NC 28036
Applicant: Marilyn P. Stark
Address: 3060 Placid Rd City: Davidson State: NC Zip: 28036
Contact number: 704-305-0400 Email: mapstark@gmail.com

SUBMITTAL CHECKLIST

- ☐ Pre-Application Meeting – send an email to planreviewappointment@kannapolisnc.gov
- ☒ Annexation Checklist and Application – Complete with all required property owner signatures
- ☒ Stamped, signed black and white 18 x 24" survey of subject property prepared by a registered engineer or surveyor (not preliminary)
- ☒ Metes and Bounds description of subject property

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

First meeting: The City Clerk will certify the sufficiency of the annexation and City Council will set a date for the public meeting.

Second meeting: City Council will review the petition and either approve or decline the annexation request:

1. Newspaper notification at least ten (10) days prior to the second Council meeting
2. Notification to the County or municipality from which the subject property is being annexed
3. Public Hearing
4. State recordation of the Resolution to Extend the Corporate City Limits, the signed/stamped 18X24" survey (can not be stamped as preliminary) and the Metes and Bounds Description.

By signing below, I acknowledge that I have reviewed the Submittal Checklist and have included the required submittal items and reviewed them for completeness and accuracy. I also acknowledge that my application will be rejected if incomplete.

Applicant's Signature: Marilyn P. Stark Date: 10-24-23



PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 10-31-23

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.
2. The area to be annexed, located at 3060 Placid Rd. Davidson, further identified as Cabarrus County Parcel Identification Number _____, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 1.06 acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and Metes and Bounds Description

3. This petition is signed by all property owners of the area to be annexed.
4. ☒ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☒ sewer ☐; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.
5. Please check ONE box below:
☒ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.
☒ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

<u>Name</u> (print or type)	<u>Address</u>	<u>Signature*</u>
1. <u>Marilyn P. Stark</u>	<u>3060 Placid Rd. Davidson NC</u> <u>28036</u>	<u>Marilyn P. Stark</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

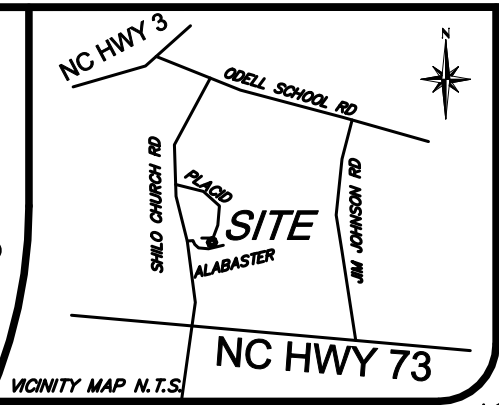
*Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.

LYING AND BEING IN THE CABARRUS COUNTY, NORTH CAROLINA, BEING A 1.06 ACRE PARCEL ON THE SOUTH SIDE OF PLACID ROAD, SR# 1818, DESCRIBED IN DB 3408 PG 195 AND INDEXED AS PIN#4672 75 2152, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF ORIENTATION BEING A NORTH CAROLINA GRID MONUMENT NAMED ZIONISM, HAVING GRID COORDINATES OF N: 619,980.10ft, N: 1,473,242.43ft; THENCE *N 37-01-26 E - 6210.97'* TO THE **POINT OF BEGINNING** BEING A $\frac{3}{4}$ " PINCH TOP PIPE HAVING GRID COORDINATES OF N: 624,938.85ft E: 1,476,982.35ft, NEAR THE LINE OF THE COMMON OPEN SPACE FOR WATERFORD ON THE ROCKY RIVER (AND BOUNDARY LINE BETWEEN CABARRUS COUNTY AND CITY OF KANNAPOLIS), MB 54 PG 29 AND THE SOUTH EASTERN CORNER OF JONATHAN RIVENS, DB 13190 PG 335; THENCE WITH RIVENS LINE *N 10-16-47 E - 52.07'* TO A REBAR, THE SOUTH WESTERN CORNER OF ANIBAL MONTARVO, DB 12490 PG 319; THENCE TWO CALLS WITH MONTARVO 1) *N 54-35-57 E - 360.00'* TO A REBAR 2) *N 57-09-18 W - 201.49'* (CROSSING A REBAR AT 150.81') TO A SET NAIL IN PLACID ROAD, SR# 1818, HAVING A MAINTAINED R/W OF 60'; THENCE WITHIN SAID PLACID ROAD *S 68-41-05 W - 74.38'* TO A SET NAIL; THENCE WITH THE PROJECTED LINE OF CRAIG SHAFER, DB 14184 PG 339 TWO CALLS 1) *S 47-33-28 E - 179.51'* (CROSSING A REBAR AT 44.41') TO A REBAR 2) *S 7-07-50 W - 191.70'* TO A REBAR NEAR THE LINE OF THE COMMON OPEN SPACE (AND BOUNDARY LINE BETWEEN CABARRUS COUNTY AND CITY OF KANNAPOLIS), MB 65 PG 16 & MB 54 PG 29; THENCE WITH THE LINE OF MARILYN STARK, DB 3408 PG 195 *S 74-46-14 W - 323.17'* TO THE **POINT OF BEGINNING**. CONTAINING 1.06 ACRES AND SHOWN ON A SURVEY BY HARRISBURG SURVEYING, DATED OCTOBER 2023, JOB#231006

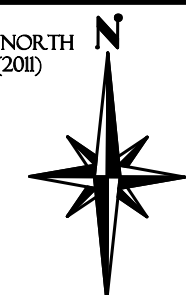
THE STATE OF NORTH CAROLINA
I, JAMES T. WEST, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION; DEED DESCRIPTION RECORDED IN ALL RECORDS SHOWN, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:23,000+/-; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLATTED FROM INFORMATION FOUND AS NOTED AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH NCGS 47-30 AS AMENDED:
THE G.P.S. SURVEY WAS PERFORMED UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PREFORM THE SURVEY: CLASS OF SURVEY "AA", POSITIONAL ACCURACY 0.05", GPS PROCEDURE N.C.GRID SURVEY NETWORK RTK DATUM/EPOCH: NAD 1983 (2011) NAVD 1988 USING FIXED BASE STATION; "ZIONISM" N: 619,980.10' / E: 1,473,242.43' / ELEVATION: 738.0' COMBINED GRID FACTOR 0.99984754 GEOID MODE Q12B UNITS: US SURVEY FOOT, EQUIPMENT: SP-80 GNSS RECEIVER DATE OF SURVEY: OCTOBER 19, 2023
WITNESS MY HAND AND SEAL THIS DAY OF OCTOBER 2023

I, JAMES T. WEST, REGISTERED LAND SURVEYOR NUMBER L-3392 HEREBY CERTIFY TO ONE OR MORE OF THE FOLLOWING, AS INDICATED
A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND
C. THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OF LAND
D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
E. THAT THE INFORMATION AVAILABLE IS SUCH THAT, I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN A. THROUGH D. ABOVE



NUM	DISTANCE	BEARING
L1	27.42'	N42°38'42"W
L2	64.78'	N67°34'50"E

NCGS GRID NORTH
NAD 83 (2011)



CERTIFICATE OF EXEMPTION

I HEREBY CERTIFY THAT THIS PLAT IS EXEMPT FROM THE SUBDIVISION REGULATIONS OF CITY OF KANNAPOLIS DUE TO ITS EXCLUSION FROM THE DEFINITION OF SUBDIVISION AS ESTABLISHED BY KANNAPOLIS UDO 6.1.5.4 AND NCGS 160a-376(a).

PLANNING DIRECTOR

DATE

STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, GREGORY BELK, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE

REVIEW OFFICER

NOTE:
THIS PROPERTY MAY BE SUBJECT TO MAXIMUM IMPERVIOUS AREA REQUIREMENTS. BEFORE MAKING ANY RENOVATIONS OR REPAIRS TO THIS PROPERTY CHECK WITH THE LOCAL PLANNING OR ZONING DEPARTMENT FOR ANY RESTRICTIONS OR REGULATIONS IN PLACE.

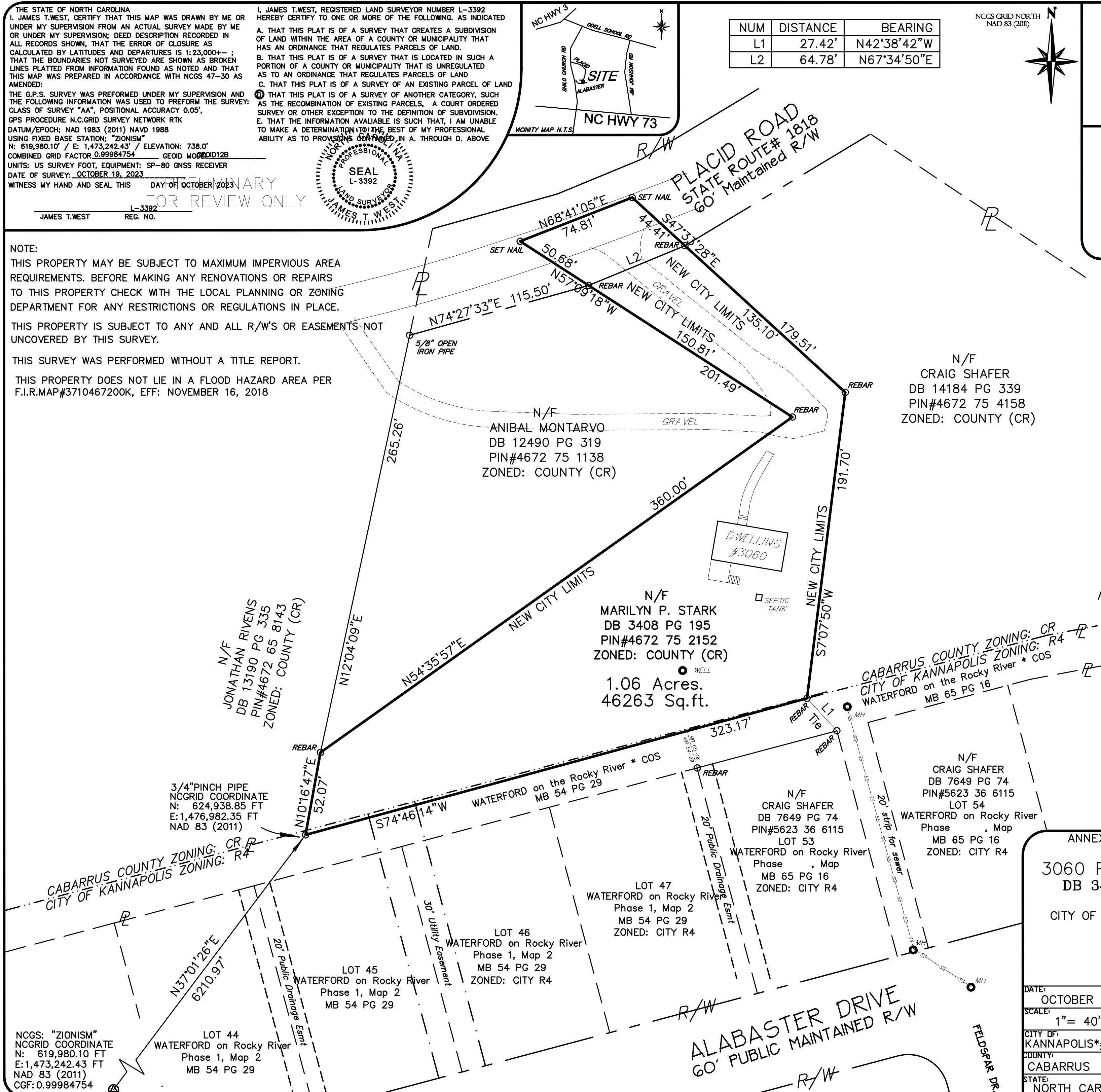
THIS PROPERTY IS SUBJECT TO ANY AND ALL R/W'S OR EASEMENTS NOT UNCOVERED BY THIS SURVEY.

THIS SURVEY WAS PERFORMED WITHOUT A TITLE REPORT.

THIS PROPERTY DOES NOT LIE IN A FLOOD HAZARD AREA PER F.I.R.MAP#3710467200K, EFF: NOVEMBER 16, 2018

Proposed
Zoning : R4
Setbacks:
Front : 25'
Side : 10'
Rear : 25'

EXISTING ZONING:
CABARRUS COUNTY:
Countryside Residential (CR)
PROPOSED ZONING:
CITY OF KANNAPOLIS:
Residential 4 (R4)



LEGEND:

- EIP - EXISTING IRON PIN / PIPE
- NIP - NEW IRON PIN (#4 REBAR)
- CP - COMPUTED POINT
- P/P - POWER POLE
- SS - SANITARY SEWER
- R/W - RIGHT OF WAY
- PVMT. - PAVEMENT
- CONC. - CONCRETE
- Boundary & Lot Lines
- RAW - Road Right of Way
- Adj - Adjoiners
- Old Tract Line
- Setbacks
- Easement as labeled
- PCO - PROPOSED SEWER CLEAN OUT
- OVHDUTIL - OVERHEAD UTILITIES
- FH - FIRE HYDRANT
- PDE - PUBLIC DRAINAGE EASEMENT
- ESMT - EASEMENT
- STE - SIGHT TRIANGLE EASEMENT
- TRANSF. - ELECTRIC TRANSFORMER
- MH - Sanitary Manhole
- COS - Common Open Space
- OVHDUTIL - Overhead Utilities
- SS - Sanitary Sewer
- SD - Storm Drainage
- E - Electric Line

ANNEXATION PLAT FOR THE CITY OF KANNAPOLIS FOR CONTIGUOUS ANNEXATION

3060 PLACID ROAD, DAVIDSON NC 28036
DB 3408 PG 195 * PIN# 4672 75 2152

PROPOSED SANITARY SEWER TAP
CITY OF KANNAPOLIS*TOWNSHIP# 3*CABARRUS COUNTY*NC

OWNED BY & SURVEYED FOR:
MARILYN P. STARK
3060 PLACID ROAD, DAVIDSON NC 28036

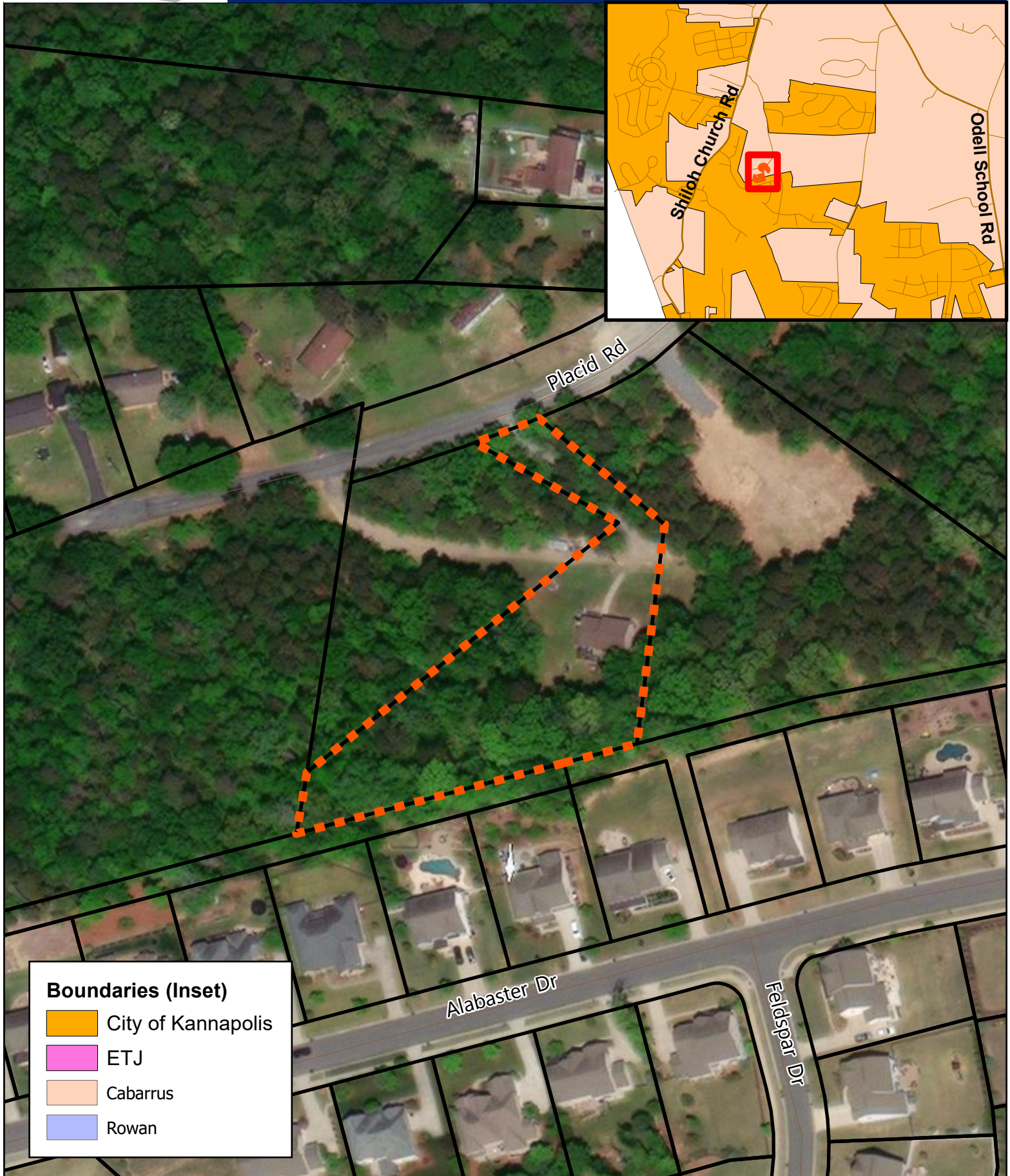
40' 0 40' 80'

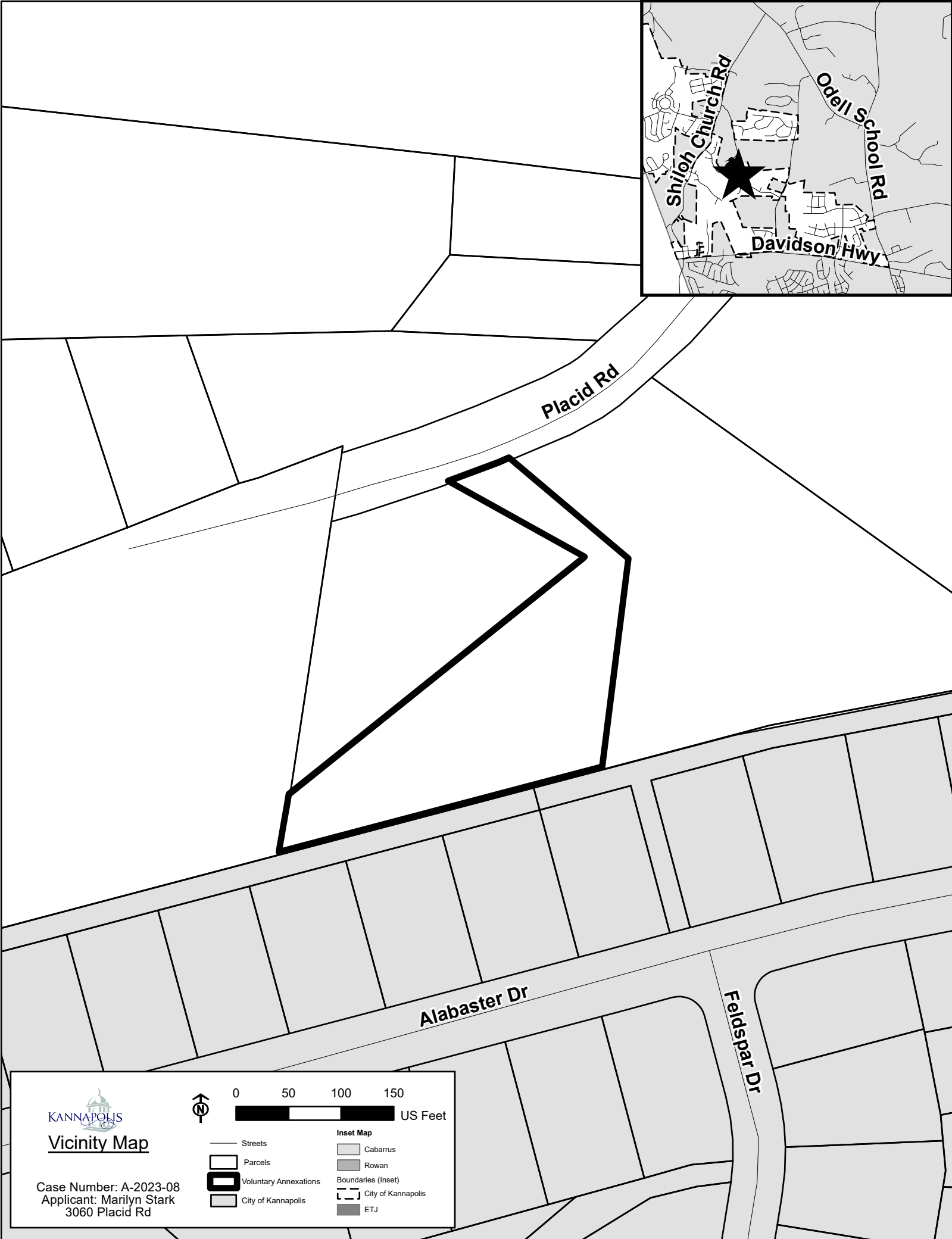
DATE: OCTOBER 2023
SCALE: 1" = 40'
CITY OF: KANNAPOLIS*#4 TWS
COUNTY: CABARRUS
STATE: NORTH CAROLINA



DEUT. V: 27-17/PROV. V: 22-28
115 Plaza Dr Harrisburg, N.C.
(704)-455-9553 PHONE
<http://www.harrisburgsurveying.com>

DRAWN BY: SDG
COMP BY: JTW
REVISION:
MSCAD: 231006





Vicinity Map

Case Number: A-2023-08
Applicant: Marilyn Stark
3060 Placid Rd



0 50 100 150
US Feet

-  Streets
-  Parcels
-  Voluntary Annexations
-  City of Kannapolis

- Inset Map**
-  Cabarrus
 -  Rowan
 -  Boundaries (Inset)
 -  City of Kannapolis
 -  ETJ



Vicinity Map

Case Number: A-2023-08
Applicant: Marilyn Stark
3060 Placid Rd



- | | |
|-----------------------|--------------------|
| — Streets | Cabarrus |
| Parcels | Rowan |
| Voluntary Annexations | Boundaries (Inset) |
| City of Kannapolis | City of Kannapolis |
| | ETJ |

**RESOLUTION DIRECTING THE CLERK TO
INVESTIGATE AN INTENT TO ANNEX: A-2023-08**

WHEREAS, the City Council may initiate annexation of noncontiguous property owned by the petitioners by adopting a resolution stating its intent to annex the property of the area described herein; and

WHEREAS, N.C.G.S Chapter 160A-58 *et seq*, provide that the sufficiency of the petition shall be investigated by the City Clerk of the City of Kannapolis, North Carolina before further annexation proceedings consistent within the intent to annex can take place; and

WHEREAS, the City Council of the City of Kannapolis, North Carolina deems it advisable to direct the City Clerk to investigate the sufficiency of the intent to annex;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kannapolis, North Carolina that:

The City Clerk is hereby directed to investigate the sufficiency of the above-described intent to annex under N.C.G.S. Chapter 160A-58 *et seq* and to certify as soon as possible to the City Council the result of the investigation.

ADOPTED this the 13th day of November 2023

Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

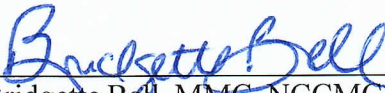
Bridgette Bell, MMC, NCCMC
City Clerk

CERTIFICATE OF SUFFICIENCY
A-2023-08

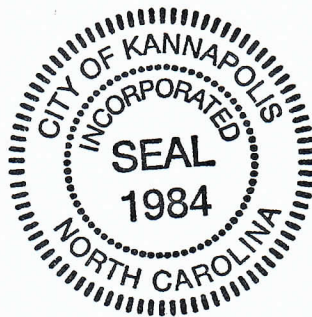
To the City Council of the City of Kannapolis, North Carolina.

I, Bridgette Bell, City Clerk, do hereby certify that pursuant to NCGS Chapter 160A-58 *et seq.*, I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Kannapolis, North Carolina, this the 13th day of November 2023.



Bridgette Bell, MMC, NCCMC
City Clerk



RESOLUTION OF INTENT TO ANNEX AND FIX DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION: A-2023-06

WHEREAS, pursuant to N.C.G.S Chapter 160A-58 *et seq.*, the City Council may initiate annexation of real property not contiguous to the City's boundary pursuant to a Petition for Annexation by all property owners located therein by adopting a Resolution stating its intent to annex the property described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Kannapolis, North Carolina that:

- Section 1. A public hearing on the question of annexation of the area described herein will be held at the Laureate Center, 401 Laureate Way, Kannapolis, NC at 6:00 PM on the 27th day of November 2023.
- Section 2. The area proposed for annexation is described as follows:
See attached Metes and Bounds Description
- Section 3. Notice of public hearing shall be published in the Independent Tribune on November 17 and 24th 2023

ADOPTED this the 13th day of November 2023.

Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

LYING AND BEING IN THE CABARRUS COUNTY, NORTH CAROLINA, BEING A 1.06 ACRE PARCEL ON THE SOUTH SIDE OF PLACID ROAD, SR# 1818, DESCRIBED IN DB 3408 PG 195 AND INDEXED AS PIN#4672 75 2152, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF ORIENTATION BEING A NORTH CAROLINA GRID MONUMENT NAMED ZIONISM, HAVING GRID COORDINATES OF N: 619,980.10ft, N: 1,473,242.43ft; THENCE *N 37-01-26 E – 6210.97'* TO THE **POINT OF BEGINNING** BEING A $\frac{3}{4}$ " PINCH TOP PIPE HAVING GRID COORDINATES OF N: 624,938.85ft E: 1,476,982.35ft, NEAR THE LINE OF THE COMMON OPEN SPACE FOR WATERFORD ON THE ROCKY RIVER (AND BOUNDARY LINE BETWEEN CABARRUS COUNTY AND CITY OF KANNAPOLIS), MB 54 PG 29 AND THE SOUTH EASTERN CORNER OF JONATHAN RIVENS, DB 13190 PG 335; THENCE WITH RIVENS LINE *N 10-16-47 E – 52.07'* TO A REBAR, THE SOUTH WESTERN CORNER OF ANIBAL MONTARVO, DB 12490 PG 319; THENCE TWO CALLS WITH MONTARVO 1) *N 54-35-57 E – 360.00'* TO A REBAR 2) *N 57-09-18 W – 201.49'* (CROSSING A REBAR AT 150.81') TO A SET NAIL IN PLACID ROAD, SR# 1818, HAVING A MAINTAINED R/W OF 60'; THENCE WITHIN SAID PLACID ROAD *S 68-41-05 W – 74.38'* TO A SET NAIL; THENCE WITH THE PROJECTED LINE OF CRAIG SHAFER, DB 14184 PG 339 TWO CALLS 1) *S 47-33-28 E – 179.51'* (CROSSING A REBAR AT 44.41') TO A REBAR 2) *S 7-07-50 W – 191.70'* TO A REBAR NEAR THE LINE OF THE COMMON OPEN SPACE (AND BOUNDARY LINE BETWEEN CABARRUS COUNTY AND CITY OF KANNAPOLIS), MB 65 PG 16 & MB 54 PG 29; THENCE WITH THE LINE OF MARILYN STARK, DB 3408 PG 195 *S 74-46-14 W – 323.17'* TO THE **POINT OF BEGINNING**. CONTAINING 1.06 ACRES AND SHOWN ON A SURVEY BY HARRISBURG SURVEYING, DATED OCTOBER 2023, JOB#231006



Kannapolis
Agenda Staff Report
November 13, 2023

To: Mayor and City Council
From: Kristin Jones, Assistant to the City Manager, Brian Roberts, Finance Director
Subject: **ORDINANCE AND REIMBURSEMENT RESOLUTION** - Capital Project Ordinance and Reimbursement Resolution for Capital Expenditures

Action Requested by City Council

Motion to approve Capital Project Ordinance and Reimbursement Resolution for Capital Expenditures

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City has identified many capital projects that have been funded or intend to be funded as part of the Imagine Kannapolis Strategic Plan. In order to facilitate the start of certain projects, funds have been advanced with the likelihood of issuing debt for these projects and therefore reimbursing cash reserves with the debt proceeds should this be the final funding decision. A Reimbursement Resolution is required before debt can be issued for these projects. The projects identified below are good candidates for tax exempt obligations due to the public purpose/nature of these projects. The Reimbursement Resolution provides City Council and staff the flexibility of issuing debt for these projects that were originally intended to be paid via cash/fund balance. There is a 60 day look back on any hard costs spent on these projects. Soft costs such as design costs can be included as well, but there is no time limit. Essentially, when the first payment is made towards the projects, it starts the 18-month window of issuing debt.

The projects (already underway) are:

- Fire Stations #1 and #4 renovations: estimated at approximately \$3,300,000.
- Upgrades to existing park facilities: estimated at approximately \$2,500,000.

Approval of this Capital Project Ordinance and Reimbursement Resolution will allow staff to ensure that funds are in place when they are necessary.

Fiscal Implications

The City plans to finance a portion of the costs of these projects with proceeds of tax-exempt obligations and reasonably expects to finance, or to reimburse itself for, the costs of the projects. The estimated total of these projects is \$5.8 million.

Policy Issues

All of these projects are included in the City's Imagine Kannapolis Strategic Financial Plan which is in the final stages of development with a January/February final City Council approval anticipated.

Legal Issues

A Capital Project Ordinance is required so that funds can be legally spent.

Recommendations and Alternate Courses of Action

1. **Approve a Capital Project Ordinance and Reimbursement Resolution for Capital Expenditures (Recommended).**
2. Do not approve the Capital Project Ordinance and Reimbursement Resolution for Capital Expenditures.
3. Table to a future meeting.

Attachments

1. Reimbursement Resolution - Kannapolis - 11_13_23 - various projects
2. Capital Project Reimbursement Resolution

**RESOLUTION OF THE CITY OF KANNAPOLIS, NORTH
CAROLINA DECLARING THE INTENT TO REIMBURSE ITSELF
FOR CAPITAL EXPENDITURES FROM THE PROCEEDS OF
CERTAIN TAX-EXEMPT OBLIGATIONS**

WHEREAS, the City Council of the City of Kannapolis, North Carolina (“City”) has determined that it is in the best interests of City to finance (1) renovations and improvements to fire stations (the “Fire Station Projects”) and (2) repair and improvements to City parks and recreation properties and facilities (the “Parks Projects” and collectively with the Fire Station Projects, the “Projects”);

WHEREAS, the City presently intends, at one time or from time to time, to finance a portion of the costs of the Projects with proceeds of tax-exempt obligations and reasonably expects to cause to be executed and delivered tax-exempt obligations (the “Obligations”) to finance, or to reimburse itself for, costs of the Projects; and

WHEREAS, the City desires to proceed with the Projects and will incur and pay certain expenditures in connection with the Projects prior to the date of execution and delivery of the Obligations (the “Original Expenditures”), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the City intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Obligations to be executed and delivered from time-to-time at a date or dates occurring after the dates of such Original Expenditures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kannapolis, North Carolina as follows:

Section 1. **Official Declaration of Intent.** The City presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the City on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The City reasonably expects to execute and deliver the Obligations to finance a portion of the costs of the Fire Station Projects and the maximum principal amount of Obligations expected to be executed and delivered by City to pay for all or a portion of the costs of the Fire Station Projects is approximately \$3,300,000. The City reasonably expects to execute and deliver the Obligations to finance a portion of the costs of the Parks Projects and the maximum principal amount of Obligations expected to be executed and delivered by City to pay for all or a portion of the costs of the Parks Projects is approximately \$2,500,000.

Section 2. **Compliance with Regulations.** The City adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the City’s intent to reimburse itself for the Original Expenditures from proceeds of the Obligations.

Section 3. **Itemization of Capital Expenditures.** The Finance Director of the City, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the City in determining and itemizing all of the Original Expenditures incurred and paid by the City in connection with the Projects during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Obligations.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon the date of its adoption.

Adopted November 13, 2023

STATE OF NORTH CAROLINA)
)
CITY OF KANNAPOLIS) SS:

I, *Bridgette Bell*, City Clerk of the City of Kannapolis, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the extract of minutes for the adoption of a resolution entitled “**RESOLUTION OF THE CITY OF KANNAPOLIS, NORTH CAROLINA DECLARING THE INTENT TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS**” by the City Council of the City of Kannapolis, North Carolina, at a meeting held on the 13th day of November, 2023.

WITNESS my hand and the corporate seal of the City of Kannapolis, North Carolina, this the ____ day of November, 2023.

[Seal]

Bridgette Bell
City Clerk
City of Kannapolis, North Carolina

**CITY OF KANNAPOLIS, NORTH CAROLINA
FIRE STATIONS #1 AND #4 REMODELS AND
EXISTING PARKS FACILITY UPGRADES
CAPITAL PROJECT ORDINANCE
Amendment # 24-25**

BE IT ORDAINED by the Governing Board of the City of Kannapolis, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is for the construction and renovation costs of Fire Stations #1 and #4 as well as various existing park facility upgrades.

Section 2. The City Manager is hereby directed to proceed with the Capital Project in compliance with the North Carolina General Statutes and within the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project.

Proceeds from Debt Financing (Fire Stations): 25500-39000	\$3,300,000
Proceeds from Debt Financing (Parks Projects): 10000-39000	\$2,500,000
TOTAL:	\$5,800,000

Section 4. The following amounts are appropriated for this project.

Capital Improvements (Fire Stations): 25500-59400	\$3,300,000
Capital Improvements (Parks Projects): 15010-59400	\$2,500,000
TOTAL:	\$5,800,000

Description: This budget amendment funds the renovations at Fire Stations #1 and #4. These projects were identified on the FY 24 budget watch-list as an immediate need that emerged from the Imagine Kannapolis Strategic Plan Process. Creech was hired as the architect and most of this funding has already taken place. This budget amendment funds park improvements projects. This first phase handles most of the maintenance projects needed at each park. There is a seasonality, economy of scale and timing to these projects which is why they are proposed in the first phase.

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project. Fund sufficient specific detailed accounting records to provide for accounting to the City Council as required by North Carolina law.

Section 6. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on total project revenue.

Section 7. The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this project in every budget submission presented to City Council.

Section 8. The City Manager is hereby authorized to transfer funds from one line item to another line item without further approval by the City Council.

Section 9. Copies of this Capital Project Ordinance shall be made available to the Finance Officer for direction in carrying out this project.

This ordinance is approved and adopted this 13th day of November 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC City Clerk



Kannapolis
Agenda Staff Report
November 13, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: October 09 2023 Work Session Minutes

Action Requested by City Council

Approve Minutes

Required Votes to Pass Required Action

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

1. 10-09-2023 Work Session Minutes

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
WORK SESSION MINUTES
October 09, 2023**

A regular work session meeting of the City Council of the City of Kannapolis was held on Monday, October 09, 2023, at 6:30 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

Council Members: Jeanne Dixon
Doug Wilson
Tom Kincaid
Darrell Jackson
Ryan Dayvault
Dianne Berry

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

Assistant to the City Manager: Kristin Jones

Assistant City Manager: Wilmer Melton

Assistant City Manager: Tina Cline

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

Staff Present: Irene Sacks Terry Spry
Michael Rattler Annette Privette Keller
Gerald Faulkner Kirk Beard
Scott Kaufhold

Others Present: Bob Doty Joe Hatley

APPROVAL OF AGENDA

Council Member Jackson made a motion to approve the agenda. Motion was seconded by Council Member Dixon and approved by unanimous vote.

1 **CONSENT AGENDA**

2 Resolution Stating The Intent of the City of Kannapolis to Schedule a Public Hearing on the
3 Assessment of Cost Share Amounts of Opal Street Improvements and Acceptance to the City of
4 Kannapolis Maintenance Schedule. (Michael Rattler, Director of Transportation & Environmental
5 Services)
6

7 Michael Rattler requested that due to some clerical errors, suggest that this item be tabled to the
8 October 23, 2023 meeting.
9

10 Council Member Wilson made a motion to table this matter to the October 23, 2023 meeting.
11 Motion was seconded by Council Member Berry and approved by unanimous vote.
12

13 Council Member Dayvault made a motion to approve the Consent Agenda. Motion was seconded
14 by Mayor Pro tem Kincaid and approved by unanimous vote.
15

16 **CONSENT AGENDA**

17 Resolution authorizing conveyance and set public hearing for property located at 623 Wilson Street
18 to Habitat for Humanity Cabarrus County (Walter Safrit, City Attorney) (Copy included as Exhibit
19 A)
20

21 Motion to approve the First Amendment to the Interlocal Sewer Agreement with WSACC and
22 other member jurisdictions. (Mike Legg, City Manager) (Copy included as Exhibit B)
23

24 First Reading Text Amendment TA-2023-03 to amend Article 4, Section 4.3.D(21)a: Solar Energy
25 Conservation System (Small Scale) of the Kannapolis Development Ordinance (KDO) (Richard
26 Smith, Planning Director) (Copy included as Exhibit C)
27

28 First Reading Text Amendment TA-2023-04 to Article 5, Section 5.10.D(2).C.: Use of Charlotte
29 Mecklenburg Storm Water Design Manual in the Kannapolis Development Ordinance (KDO)
30 (Richard Smith, Planning Director) (Copy included as Exhibit D)
31

32 Voluntary Annexation A-2023-06 - Resolution directing the City Clerk to investigate and Certify
33 the Sufficiency of the Petition and Adopt a Resolution of Intent to Annex and fix date of Public
34 Hearing of approximately 9.7 acres of property located at 9600 Davidson Highway. (Richard
35 Smith, Planning Director) (Copy included as Exhibit E)
36

37 Budget Ordinance Revised FY 24 HOME Funding (Kristin Jones, Assistant to the City Manager)
38 (Copy included as Exhibit F)

1 **BUSINESS AGENDA:**

2 **Solid Waste Contract Bid Award - Proposal to Approve Contract for Disposal of Kannapolis**
3 **Municipal Solid Waste Services by City of Kannapolis with Waste Connections of North**
4 **Carolina, Inc. (Michael Rattler, Director of Transportation & Environmental Services)**
5 **(Copy included as Exhibit G)**

6 Mr. Rattler presented information on the current contract with the collection provider, Waste
7 Management, will expire on 22 July 2024. The City sent out RFPs to several companies and
8 received 4 bid packages on 10 August 2023.

9
10 The bids were publicly opened and are as follows:

11

Contractor	Bid Amount
Waste Connections	\$3,787,180.00
Waste Pro	\$3,816,000.00
Waste Management	\$4,771,296.00
Republic	\$4,821,000.00
City of Kannapolis	\$5,330,400.00

12
13 The lowest bidder is Waste Connections of the Carolinas. Waste Connections is the third largest
14 waste hauler in the nation. Several cities in the region utilize Waste Connections (Huntersville
15 Indian Trail, Stallings) and reference checks have revealed an overall satisfaction with the
16 company's service delivery. Staff plans to continue to use the Rapid Response Program (City
17 employees) to serve as a quick resolution for missed pickups. It is likely this will be less of a
18 problem with Waste Connections but there is always a transition period where there will be misses
19 as the company gets used to the routes.

20
21 If the service bid is awarded to Waste Connections, it is expected that service will begin in July
22 2024. The City's estimate for providing this service in-house is \$5,330,400, a number largely
23 driven by new debt service on collection trucks and a maintenance, truck storage facility. The RFP
24 bid for the collection of solid waste equals \$3,787,170.00. This is the lowest bid received by the
25 City for this service. This is an annual cost. Increases to this cost will be reviewed annually and
26 increases will be requested per the contracted guidelines.

27
28 Following general discussion, Council Member Dayvault made a motion to approve a Resolution
29 to award the City of Kannapolis Solid Waste Collection contract to Waste Connections of the
30 Carolinas and Authorize the City Manager to negotiate and execute the contract at the end of the
31 current contract and beginning on 22 July 2025. Motion was seconded by Council Member Wilson
32 and approved by unanimous vote.

1 **Presentation/Update Gem Theatre Improvements Fundraising Campaign (Annette**
2 **Privette Keller, Director of Communications) (Copy included as Exhibit H)**

3 Mrs. Privette Keller explained The Gem Theatre is a historic landmark that our residents have
4 deemed an important touchpoint of our community. Before we began the first phase of
5 improvements to the theatre, we surveyed residents at the Gem Theatre. The survey posed
6 questions such as the importance of having the Gem Theatre remain open and viable in our
7 downtown and what improvements residents would like to see. Over 4,000 survey responses were
8 received with the responses overwhelmingly in support of keeping the theatre open and supporting
9 renovations.

10
11 One of the top needs was identified as the replacement of the seats in the theatre. As we prepare
12 for the next phase of the Gem Theatre Renovations, which includes new seating, we want to engage
13 the public in the process. Additional items in this next phase of renovations include: new curtains,
14 a new screen, a new projector and restoration of the historic plaster motifs.

15
16 The plan is to launch a campaign to help fund this next phase of renovations. The public will be
17 able to purchase a pair of the current seats, a commemorative brick which will be placed on the
18 sidewalk at the entrance to the theatre and sponsor a new seat in the theatre. We anticipate the
19 campaign running from late October to January when the renovations are expected to begin. The
20 goal of the campaign is less focused on generating new revenues and more focused on engaging
21 the community in the process and creating pride and ownership in this important cultural landmark
22 of Kannapolis.

23
24 Sponsorships include the purchase of a brick to be installed in the sidewalk in front of the Gem
25 marquee. \$125 per brick. Only 500 bricks will be sold

26
27 Vintage seats: \$100 for a pair of vintage seats which date back to the 1960's 1970's. 400 seats will
28 be sold

29
30 New Seats: Sponsor a new seat which will have a plaque with your name on it. \$275 per seat. Only
31 800 seats will be available

32
33 All three sponsorships for \$500, Corporate sponsorship packages of \$1,000 – 410,000 are also
34 available

35
36 Council Member Dayvault suggested in order to encourage corporate sponsorship, to participate
37 start out with \$500 or lower.

1 Presentation only. No Council action is required.

2
3 **Facilities Use Policy- Amended Policy Update (Annette Privette Keller, Director of**
4 **Communications) (Copy included as Exhibit I)**

5 Mrs. Privette Keller explained that a Facilities Use Policy has been in place since 2015, when the
6 City opened the Laureate Center and began rental of facilities such as the Train Station, Village
7 Program Room, and now the Gem Theatre. It was last amended in 2021. Over the last eight years
8 only minor changes have been made to the policy as we continue to evaluate the use of the spaces,
9 and our typical renter/customer base as it evolves. The staff has thoroughly reviewed the policy
10 and is suggesting changes based on the history of the spaces and future expected rentals.

11 Staff is recommending slight increases in the fees to cover increasing staff and material costs. For
12 example, we are recommending the hourly rent of the Laureate Center to increase from \$75 to
13 \$100 an hour. Our rental rates will remain lower than the majority of rental spaces in Cabarrus and
14 Rowan Counties even with this increase.

15
16 Also recommended is the establishment of rental customer categories. These categories include
17 non- profit organizations, schools, the North Carolina Research Campus, City partners, and
18 tourism driver events. We based these categories on the historical requests and reservations we
19 have experienced over the last eight years. These categories will give us the opportunity to
20 encourage more professional use of our spaces during the weekday. Weekend use of our facilities
21 continues to be popular with most all our spaces rented a year in advance. The policy changes
22 along with any Council suggestions will be added to a future Council agenda for approval.

23
24 There were no questions or comments. Information only. No action was required.

25
26 **Closed Session pursuant to NCGS 143-318.11 (a) (3) to consult with an attorney to preserve**
27 **the attorney client privilege and NCGS 143.318.11 (a) (4) for discussing matters relating**
28 **the location or expansion of industries or businesses in the area.**

29 Mayor Pro tem Kincaid made a motion to go into Closed Session pursuant to NCGS 143-318.11
30 (a) (3) to consult with an attorney to preserve the attorney client privilege and NCGS 143.318.11
31 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in
32 the area. Motion was seconded by Council Member Dixon and approved by unanimous vote.

33
34 Council went into closed session at 6:50 PM.

35
36 There being no further business brought before Council, Council Member Wilson made a motion
37 to come out of closed session. Motion was seconded by Council Member Dayvault and approved
38 by unanimous vote.

1 Council resumed regular session at 7:30 PM.

2
3 There being no further business brought before Council, Council Member Dixon made a motion
4 to adjourn. Motion was seconded by Council Member Berry and approved by unanimous vote.

5
6 The meeting adjourned at 7:30 PM on Monday, October 09, 2023.
7
8
9

10 Milton D. Hinnant, Mayor

11
12 Bridgette Bell, MMC, NCCMC
13 City Clerk
14



Kannapolis
Agenda Staff Report
November 13, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: October 23 2023 Business Meeting

Action Requested by City Council

Approve minutes

Required Votes to Pass Required Action

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

1. 10-23-2023 Business Meeting

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
BUSINESS MEETING MINUTES
October 23, 2023**

A regular business meeting of the City Council of the City of Kannapolis was held on Monday, October 23, 2023, at 6:00 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

Council Members: Jeanne Dixon
Dianne Berry
Darrell Jackson
Doug Wilson
Ryan Dayvault

Council Members Absent: Tom Kincaid

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

Assistant to the City Manager: Kristin Jones

Assistant City Manager: Wilmer Melton

Assistant City Manager: Tina Cline

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

Staff Present: Terry Spry Kirk Beard
Tracy Winecoff Michael Rattler
Alex Anderson Irene Sacks
Brian Roberts Tony Eury
David Jordon Gary Mills
Gerald Faulkner Richard Smith
Elizabeth McCarty Greg Summitt

Others Present: Jayne Williams Sophia Wilkerson
Melissa Lingafelt Betty Coffey
Grace Johnson Aaron Burleson

Ashley Torres Christian Whittington
Makenzie Lingafelt Holden Sides
Josh Teague Judy Hammett
Jack Barnhill Grayson Burgess
Madison McManan Mark Spitzer
Verna Witherspoon

CALL TO ORDER AND WELCOME:

Mayor Hinnant called the meeting to order and welcomed all in attendance. Mayor Hinnant led a moment of silent prayer and Council Member Dayvault offered the Pledge of Allegiance.

ADOPTION OF AGENDA-Motion to Adopt Agenda or make revisions.

Council Member Jackson made a motion to approve the agenda, seconded by Council Member Dayvault and approved by unanimous vote.

RECOGNITIONS:

Richard Smith, Planning Director introduced and provided some background information for Elizabeth L. McCarty as the new Assistant Planning Director. (Attached as Exhibit A)

PROCLAMATIONS:

Mayor Hinnant read proclamations for Breast Awareness Month. Mayor Hinnant challenged all to find a way to honor those who lost their lives to breast cancer and the survivors of breast cancer.

Mayor Hinnant also recognized November as First Responder Appreciations Month and recognized the Police and Fire Department. Mayor Hinnant also read a Proclamation honoring Veterans on November 11, 2023.

CONSENT AGENDA:

Council Member Dixon asked that Consent Agenda # B- Motion to table Indefinitely the Resolution Stating The Intent of the City of Kannapolis to Schedule a Public Hearing on the Assessment of Cost Share Amounts of Opal Street Improvements and Acceptance to the City of Kannapolis Maintenance Schedule be added to Business Agenda Item #L. There was no objection.

Council Member Dayvault made a motion to approve the revised Consent Agenda. Motion was seconded by Council Member Berry and approved by unanimous vote.

Resolution Authorizing Deputy Finance Director to Execute Pre-Audit Certificates (Brian Roberts, Finance Director) (Copy included as Exhibit B)

City Facilities Use Policy - Approve revisions and Fee Schedule (Becky Tolle, Recreation

1 Superintendent, Annette Privette Keller, Director of Communications) (Copy included as Exhibit
2 C)
3

4 **BUSINESS AGENDA:**

5 **PUBLIC HEARING - Comprehensive Plan Amendment - CPA-2023-05 - Amend Move Kannapolis**
6 **Forward 2030 Comprehensive Plan (2030 Plan) "Future Land Use Map and Character Area"**
7 **designation of the properties located between E 29th Street and E 22nd "Urban Corridor"**
8 **designation to the "Urban Residential" designation (Richard Smith, Planning Director) (Copy**
9 **included as Exhibit D)**

10 Mr. Smith provided some background information regarding CPA-2023-05. In March 2018, City
11 Council adopted the 2030 Plan. This plan includes a "Future Land Use Map and Character Area"
12 designation which provides guidance for future land development in the City of Kannapolis. At its
13 September 19, 2023, meeting, the Planning and Zoning Commission recommended for City
14 Council Staff to amend the "Future Land Use Map and Character Area" designation of properties
15 located between E 29th Street and E 22nd from "Urban Corridor" Character Area to the "Urban
16 Residential" Character Area. Staff has inventoried existing uses and analyzed the potential for
17 future uses and determined that the area is predominantly single-family residential with a mix of
18 non- residential uses. The potential for this area tends to lend itself more to residential uses or
19 smaller scale non-residential uses.
20

21 The Urban Residential Character Area allows for a mixture of single-family detached & attached
22 residential and civic uses along with small format retail and offices spaces.
23

24 There being no questions or comments, Mayor Hinnant opened the public hearing to those in attendance
25 for an opportunity to speak. There being no speakers, Mayor Hinnant closed the public hearing.
26

27 Council Member Wilson made a motion to approve a Resolution to amend the City of Kannapolis Move
28 Kannapolis Forward 2030 Comprehensive Plan Future Land Use Map and Character Area as presented.
29 Motion was seconded by Council Member Dayvault and approved by unanimous vote.
30

31 **PUBLIC HEARING - Voluntary Annexation - A-2023-06 - Voluntary annexation of**
32 **approximately 9.7 +/- acres of non-contiguous property located at 9600 Davidson Highway**
33 **and consider a motion to extend the Corporate Limits of the City of Kannapolis. (Richard**
34 **Smith, Planning Director) (Copy included as Exhibit E)**

35 Mr. Smith provided some background information regarding the proposed voluntary annexation.
36 The applicant, Alpesh Patel, applied for a voluntary annexation of approximately 9.7 +/- acres of
37 property located at 9600 Davidson Highway.
38

39 On October 9, 2023, City Council adopted a Resolution of Intent to Annex approximately 9.7 +/-
40 acres of non-contiguous property located at 9600 Davidson Highway, authorized the Clerk to
41 Investigate the Intent to Annex, Certify the Sufficiency of the Petition and established a public

1 hearing date of October 23, 2023.

2
3 The property is further identified as Cabarrus County Parcel Identification Number
4 46822015490000 and is presently located in an unincorporated area of Cabarrus County within an
5 area designated as a future growth area for the City of Kannapolis. This request is considered a
6 non-contiguous/satellite annexation.

7
8 The property is in an unincorporated area of Cabarrus County that is currently zoned Countryside
9 Residential (CR). The property is in area designated as a future growth area for the City of
10 Kannapolis.

11
12 Mayor Hinnant opened the public hearing to those in attendance for an opportunity to speak.

13
14 Council Member Dixon asked what the proposed use is. Mr. Smith responded some mixed and
15 some non-residential uses. There being no further speakers, Mayor Hinnant closed the public
16 hearing.

17
18 Council Member Jackson made a motion to approve an Ordinance extending the corporate limits
19 of the City of Kannapolis. Motion was seconded by Council Member Wilson and approved by
20 unanimous vote.

21
22 **PUBLIC HEARING - Text Amendment TA-2023-04 Article 5, Section 5.10.D(2).C.: Use of**
23 **Charlotte Mecklenburg Storm Water Design Manual in the Kannapolis Development**
24 **Ordinance (KDO) (Richard Smith, Planning Director) (Copy included as Exhibit F)**

25 Mr. Smith provided some background information on Text Amendment TA-2023-04. Staff is
26 proposing the following text amendment to Section 5.10.D(2).C. to now include the 100+1 Flood
27 Analysis in the appropriate KDO provisions. This amendment is in direct response to some of the
28 more recent flooding incidents in and around the city. Including this provision in our ordinance
29 will allow the City to be more proactive in combatting any potential future flooding issues as
30 growth continues. This specific item will need to be struck from the current list of provisions that
31 presently do not apply to the KDO.

32
33 The following sections of the Charlotte Mecklenburg Storm Water Design Manual shall not apply
34 to this Ordinance: 100+1 Flood Analysis, Approximate Flood Limits, Storm Drain Location, Inlet
35 Types and Spacing, Cross Slope, Curb and Gutter, and Detention Facilities Used for Credits,
36 including any references to the Charlotte-Mecklenburg Land Development Standards Manual or
37 to storm water fees.

38
39 The Planning and Zoning Commission recommended approval of TA-2023-04 to City Council at
40 their September 19, 2023, Commission meeting.

1
2 There being no comments or questions, Mayor Hinnant opened the public hearing to those in
3 attendance for an opportunity to speak. There being no speakers, Mayor Hinnant closed the public
4 hearing.

5
6 Council Member Berry made a motion to approve a Resolution adopting a Statement of
7 Consistency for Text Amendment TA-2023-04. Motion was seconded by Council Member Dixon
8 and approved by unanimous vote.

9
10 Council Member Dayvault made a motion to approve an Ordinance to amend the text of the KDO
11 for TA-2023-04. Motion was seconded by Council Member Jackson and approved by unanimous
12 vote.

13
14 **PUBLIC HEARING - Text Amendment TA-2023-03 to Amend Article 4, Section 4.3.D(21)a.:**
15 **Solar Energy Conservation System (Small Scale) of the Kannapolis Development Ordinance**
16 **(KDO) (Richard Smith, Planning Director) (Copy included as Exhibit G)**

17 Mr. Smith provided some background information on Text Amendment TA-2023-03. The City
18 received an application to amend the solar provisions of the KDO as it relates to residential roof
19 placement. The applicant, Chad Preece, representative for Freedom Solar, LLC, is proposing a text
20 amendment to Section 4.3.D(21)a. of the Kannapolis Development Ordinance (KDO) to remove
21 the location (front) restriction of roof mounted solar panels. Staff supports this proposed text
22 amendment because it provides flexibility for solar options, particularly when solar panel
23 placement on homes are considered small scale and unobtrusive. Furthermore, removing this
24 restriction will allow homes with non-northern exposure fronts to be less restricted on solar panel
25 placement options.

26
27 The Planning and Zoning Commission recommended approval of TA-2023-03 to City Council at
28 their September 19, 2023, Commission meeting. The proposed text amendments to the KDO are
29 attached as Exhibit A and shown in bold, red text.

30
31 There being no questions or comments, Mayor Hinnant opened the public hearing to those in
32 attendance for an opportunity to speak. There being no speakers, Mayor Hinnant closed the public
33 hearing.

34
35 Council Member Jackson made a motion to approve a Resolution adopting a Statement of
36 Consistency for Text Amendment TA-2023-03. Motion was seconded by Council Member Wilson
37 and approved by unanimous vote.

38
39 Council Member Dixon made a motion to approve an Ordinance amending the text of the KDO
40 for TA-2023-03. Motion was seconded by Council Member Dayvault and approved by unanimous

1 vote.

2
3 **PUBLIC HEARING - Conduct a Public Hearing relating to the gratuitous conveyance of**
4 **real and personal property located at 623 Wilson Street (Lots 7, 8 and 9 of Allison Park) to**
5 **receive public comments relating to the conveyance pursuant to NCGS 160A-279. (Gary**
6 **Mills, Parks & Recreation Director) (Copy included as Exhibit H)**

7 Mr. Mills provided some background information on The City owns surplus real and personal
8 property located at 623 Wilson Street (Lots 7-9 of Allison Park) which was used formerly as a
9 neighborhood park. The park is not used by the community and is in an area that is not conducive
10 for a park. Habitat for Humanity Cabarrus County has expressed interest in the lot to construct a
11 single-family dwelling for a family currently on the Habitat waiting list.

12
13 At the October 9th City Council meeting, Council adopted a Resolution for the conveyance of real
14 and personal property to Habitat for Humanity Cabarrus County, Inc., a North Carolina non-profit
15 corporation, and called for a public hearing for October 23, 2023. The City is further authorized
16 by G.S. 160A-279 to convey real and personal property to non-profit corporations that carry out a
17 public purpose.

18
19 Council Member Dixon asked how many homes will be built. Mr. Mills responded there will only
20 be one homes built on the site.

21
22 There being no further speakers or comments, Mayor Hinnant opened the public hearing to those
23 in attendance for an opportunity to speak. There being no speakers, Mayor Hinnant closed the
24 public hearing. Mayor Hinnant noted that no further action was required of Council.

25
26 **BUDGET ORDINANCE AMENDMENT #24-19 - Appropriating Cash Reserves to fund**
27 **Parklets on Main Street. (Wilmer Melton, Assistant City Manager, Kristin Jones, Assistant**
28 **to the City Manager) (Copy included as Exhibit I)**

29 Assistant City Manager Melton provided information on the final details of the construction of
30 flexible/moveable deck-like streetscape improvements to expand the Main Street pedestrian
31 footprint. This Budget Ordinance amendment will provide funding for these improvements.

32
33 Following general discussion, Council Member Dayvault made a motion to approve a budget
34 ordinance amending the budget related to the Parklet concept presented and gives the flexibility of
35 the temporary parklet options on Main Street that can be moved based on the tenant make up as
36 best fit. Motion was seconded by Council Member Dixon and approved by unanimous vote.

37
38 **RESOLUTION - Authorizing the City Manager to execute the Swanee Theatre**
39 **Reimbursement Agreement and Independent Contractor Agreement. (Mike Legg, City**
40 **Manager, Walter Safrit, City Attorney) (Copy included as Exhibit J)**

1 City Manager Legg provided information on the purchase of the Swanee Theatre. In April 2021
2 the City entered into a series of agreements with West Ave Entertainment LLC (“WAE”) to convey
3 ownership of the City-owned Swanee Theatre (“Theatre”) for the purpose of WAE renovating the
4 Theatre as a multi-purpose entertainment venue. At that time, the City also granted possession of
5 the Theatre to WAE to facilitate structural and aesthetic improvements to the interior and exterior
6 of the Theatre which was necessary to its operation as an active entertainment venue. The City
7 also agreed to provide a construction loan for the Theatre improvements equal to one-half of the
8 construction costs estimated at the time not to exceed \$1,900,000.00 of which the City has since
9 provided said funds.

10
11 It has now been determined that WAE will be unable to complete the acquisition of the Theatre.
12 Irrespective of the ownership, the Theatre is an important asset to the ongoing downtown
13 revitalization effort and the operation of the Theatre as improvements constitute a substantial
14 benefit to the City and its citizens.

15
16 Mr. Legg outlined the Reimbursement Agreement and Independent Contractor Agreement as
17 contained in the attached Staff Report. Funds for the Reimbursement Agreement will come from
18 Fund Balance and are included in the draft 6-year Financial Plan. Expenditures for the operation
19 of the Theatre are projected to be offset by revenues from the sales of event tickets, alcohol,
20 concession, and merchandise.

21
22 Council Member Dayvault commented there was some concern about the term of the agreement
23 for the Independent Contractor Agreement that contractor has asked for more time (one year). Why
24 not do 8 months and split the difference, which would get him to the spring-summer timeframe.
25 Mayor Hinnant noted it would require recalculating the expenditure. Mr. Legg noted the only
26 change would be the time provision. The budget amendment as proposed is for a 12-month period.
27 Council Member Wilson made a motion to make the suggested revision to the Independent
28 Contractor Agreement. Motion was seconded by Council Member Dixon and approved by
29 unanimous vote.

30
31
32 **BUDGET ORDINANCE AMENDMENT - #24-22 Swanee Theatre Renovations**
33 **Reimbursement Agreement (Kristin Jones, Assistant to the City Manager, Mike Legg, City**
34 **Manager) (Copy included as Exhibit K)**

35 Mr. Legg explained this budget amendment funds the City’s reimbursement of construction costs
36 and other expenses related to the renovation and initial operation of the Swanee Theatre. These
37 costs include the breakdown as follows: \$1,127,243 in construction expenses (\$950,862 in
38 improvement costs - West Avenue Entertainment “WAE” paid portion, \$30,274 in additional
39 improvement costs, \$58,011 in WAE labor costs, \$88,095 in Swanee Entertainment LLC labor
40 costs), \$176,566 for the construction management fee (8.5% of total construction costs), \$11,792

1 in contracted services for advanced payment on contracts and \$31,767 in small tools and
2 equipment (\$21,546 in personal property and \$10,678 in operating inventory).

3
4 Council Member Wilson made a motion to approve Budget Ordinance #24-22. Motion was
5 seconded by Council Member Dayvault and approved by unanimous vote.

6
7 **BUDGET ORDINANCE AMENDMENT #24-16 Swanee Operations (Kristin Jones,**
8 **Assistant to the City Manager, Gary Mills, Parks & Recreation Director) (Copy included as**
9 **Exhibit L)**

10 Mr. Legg explained this budget amendment establishes the project budget for the City taking over
11 the Swanee Theatre operations. This budget amendment projects a full year's worth of operations.

12
13 Major costs are:

14 \$154,000 in part-time help, \$150,000 in consultant (theatre management) fees - of which \$50,000
15 will be paid to Swanee Entertainment for 4 months, \$115,000 in concession supplies and \$812,000
16 in contracted services (\$88,000 in booking fees, \$690,000 in talent and entertainment, \$34,000 in
17 sound and technology costs).

18
19 This budget amendment assumes ticket and alcohol sales will meet the expense needs of operating
20 the Swanee. This will have to be re-visited once the City establishes a trend in seeing how the
21 theater performs within the first few months.

22
23 Council Member Jackson made a motion to approve Budget Ordinance #24-16. Motion was
24 seconded by Council Member Berry and approved by unanimous vote.

25
26 **AGREEMENT AND BUDGET AMENDMENT - Authorize the City Manager to execute the**
27 **Building Integrated Communities Agreement between the City, UNC and the Camino**
28 **Community Development Corporation and approve Budget Amendment #24-18**
29 **appropriating related grant funding. (Mike Legg, City Manager, Irene Sacks, Director of**
30 **Economic & Community Development, Kristin Jones, Assistant to the City Manager) (Copy**
31 **included as Exhibit M)**

32 Mrs. Sacks explained gave some background information on the grant. Camino approached the City of
33 Kannapolis to partner on an effort to better understand the demographics, strengths, and needs of
34 the Hispanic community in Kannapolis. Camino's goal is to replicate the Latino Community
35 Strengths and Needs Assessment survey that they conducted in Mecklenburg County. Camino
36 identified a grant opportunity through UNC-Chapel Hill's Institute for the Study of the Americas,
37 which involves using the survey data collected by Camino to develop a plan for improving
38 communication, outreach, and local government service delivery to the City's Latino residents,
39 which is the fastest-growing segment of our community. The Building Integrated Communities
40 grant is designed to develop inclusive policies and practices in areas such as communication,

1 public safety, mobility, entrepreneurship, and leadership with Latino residents, resulting in a
2 Community Action Plan.

3
4 The roles and responsibilities of this partnership are:

5 -UNC-Chapel Hill staff will provide expertise and organizational support for plan
6 development, in addition to grant funding.

7 -Camino will administer the Latino Community Strengths and Needs Assessment survey
8 administration and analysis.

9 -City of Kannapolis will conduct an internal survey of bilingual capabilities within City
10 Staff and work with the two groups to develop the Community Action Plan and bring it to
11 City Council for approval.
12

13 The City will receive a total grant of \$12,000 in two installments to pay for expenses associated with
14 development of the plan. Once the plan is finalized and approved by City Council, if the City implements
15 at least one recommendation from the plan by April 1, 2025, the City is eligible for an additional \$25,000
16 in grant funds for the purposes of plan implementation. There are no matching or additional funds required
17 of the City.
18

19 This matter was brought before the City Council at their September NOTE: At the September 25,
20 2023, City Council meeting, this matter was tabled to allow staff time to address concerns some
21 Council Members had about the language in Section 1 of the Agreement related to the term's
22 "immigrant" and "refugee." Staff developed alternate language that is believed to satisfy this
23 concern.
24

25 The following is language that has been proposed to UNC grant administrators (deletions shown
26 bold and strikeout; additions shown in bold and underlined):
27

28 "1. Background and Purpose: The Program is a community planning and leadership initiative
29 that partners with North Carolina local governments to create inclusive practices and policies for
30 residents born in other countries. Local governments and community stakeholders work together
31 to improve communication, public safety, mobility, entrepreneurship, and leadership of Hispanic
32 immigrant and refugee residents. The Agency must collaborate with a Community that has a
33 501(c)(3) designation from the Internal Revenue Service. The Agency and Community will,
34 together, form a core team of participants ("Team"). During the Term of the MOA, the Team will
35 work through a process to:
36

37 a. Learn about promising practices related to language access and immigrant integration of
38 Hispanic newcomers into communities.

39 b. Develop a written action plan ("Plan").

40 c. Present the Plan to appropriate local authority for approval; and

1 d. Implement at least one (1) recommendation from the Plan."
2

3 Unfortunately, Staff was informed by officials with the granting agency (UNC- Chapel Hill) that
4 amending the language could take as long as three months to go through all the approvals by the
5 university. If the original agreement and the grant is approved, can immediately be processed, and
6 allow the grant to be started. UNC would make the necessary changes through their legal system,
7 which may take up to three months. The other option is to table this matter indefinitely to allow
8 for the suggested changes to be processed through UNC's legal system.
9

10 Council Member Dayvault suggested that we get it right the first time, making it cleaner. Council
11 Member Jackson stated he does not have a problem with the way the document is worded.
12

13 Council Member Jackson made a motion to authorize the City Manager to execute the Building
14 Integrated Communities Agreement between the City, UNC and the Camino Community
15 Development Corporation and approve Budget Amendment #24-18 appropriating related grant
16 funding. Motion was seconded by Council Member Dixon.
17

18 Mayor Hinnant added the Hispanic community is one of the fastest growing in the City. It has been
19 talked over and again about job opportunities that are coming along the interstate. He heard today
20 that unemployment was less than 4% in our community, meaning there are not a lot of workers to
21 fill those thousands of jobs we have. We need to find a way to find other workers who can be
22 trained in the interim with RCCC to get workers ready to take those jobs in a year or two. This
23 seems like a good opportunity to get people ready to do those jobs that we need so desperately.
24 Mayor Hinnant asked if all the dollars will be given to start the survey process.
25

26 Council Member Dayvault stated he does not feel that anyone is opposed to the study, and we do
27 need to know everything about that community. The hang up on this board was the word refugee
28 meaning mentioned when there is so much talk about refugees. The concern is that we don't want
29 to be tied into any of that. If it is replaced with Hispanic community instead of the word refugee,
30 there is no question.
31

32 Council Member Berry stated she has a ton of faith in the program and is someone who rather see
33 it writing.
34

35 Mayor Hinnant stated there is a motion on the floor.
36

37 Council Member Wilson, Dayvault and Berry voted no. Council Member Dixon, Jackson and
38 Mayor Hinnant voted yes.
39

40 **APPOINTMENT - Appoint a Kannapolis Representative to the Rowan-Kannapolis ABC**

1 **Board (Mike Legg, City Manager) (Copy included as Exhibit N)**

2 In August of this year, City Council appointed Sam Moore to the City's vacant seat. Sadly, Mr.
3 Moore passed away earlier this month, so the Kannapolis seat is again vacant. The Kannapolis seat
4 is for a three-year term that began July 2023 and ends June 2026. Two additional applications were
5 recently received for this position: Ken Geathers, and Mike Morton, Jr. Mr. Geathers lives on
6 Steepleton Drive in the eastern part of the City; he is a former member of City Council. Mr. Morton
7 is a Kannapolis native and business owner who lives off Enochville Road just outside the City
8 limits.

9
10
11 There is not a residency requirement as this is not a City board, but that can certainly be a
12 consideration. As a note, one of the City's previous representatives, Mike Price, did not live in the
13 City limits.

14
15 Council Member Jackson made a motion to appoint Kenneth B. Geathers as the City's
16 representative to the Rowan-Kannapolis ABC Board. Motion was seconded by Council Member
17 Berry and approved by unanimous vote.

18
19 **Motion to table Indefinitely the Resolution Stating The Intent of the City of Kannapolis to**
20 **Schedule a Public Hearing on the Assessment of Cost Share Amounts of Opal Street**
21 **Improvements and Acceptance to the City of Kannapolis Maintenance Schedule (Copy**
22 **included as Exhibit O)**

23 Council Member Dixon stated she has had several questions from church members and one
24 resident who is homeless asking when the approval of the resolution will be made.

25 She asked if all the residents who are homeless including the church, what action will be taken in
26 the interim. She also noted the street was full of potholes.

27
28 Mr. Rattler stated because this is an assessment and cost shared, it was discovered that upon further
29 review of the petition, it has been determined that it is incomplete in that less than 51 percent of
30 the linear frontage of property owners have signed the petition. Until this is resolved, the matter
31 cannot progress under the current City policy. Staff will continue to work with the petitioners to
32 determine if a complete petition is possible. Should that occur, the matter will be brought back to
33 City Council for consideration.

34
35 Mr. Safrit interjected that the process requires the City Clerk to certify the process follows the
36 statutes. It was thought to be three owners, but is not a majority, therefore cannot certify the
37 petition. He suggested that this matter be withdrawn by Council until the issues that remain have
38 been resolved.

39
40 Council Member Dayvault stated 7 or 8 property owners would be willing to have that much

1 additional assessment put on their tax bill and feel the process needs to be reviewed.

2
3 Council Member Wilson made a motion to Indefinitely the Resolution Stating The Intent of the
4 City of Kannapolis to Schedule a Public Hearing on the Assessment of Cost Share Amounts of
5 Opal Street Improvements and Acceptance to the City of Kannapolis Maintenance Schedule.
6 Motion was seconded by Council Member Berry and approved by unanimous vote.

7
8 **CITY MANAGER REPORT:** None.

9
10 **CITY COUNCIL COMMENTS:** None.

11
12 **SPEAKERS FROM THE FLOOR:** None

13
14 Council Member Wilson made a motion to adjourn. Motion was seconded by Council Member
15 Dayvault and approved by unanimous vote.

16
17 The meeting adjourned at 7:25 PM on Monday, October 23, 2023.

18
19
20
21
22 _____
Milton D. Hinnant, Mayor

23
24
25 _____
Bridgette Bell, MMC, NCCMC
26 City Clerk



Kannapolis
Agenda Staff Report
November 13, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: October 23 2023 Closed Session Minutes

Action Requested by City Council

Approve Minutes

Required Votes to Pass Required Action

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

None



Kannapolis
Agenda Staff Report
November 13, 2023

To: Mayor and City Council
From: Walter Safrit, City Attorney
Subject: **PUBLIC HEARING AND RESOLUTION - Conduct Public Hearing and Approve Resolution Authorizing the City Manager to Execute an Agreement for the Exchange of Property**

Action Requested by City Council

1. Hold Public Hearing concerning Resolution for Exchange of Property with Insite Properties.
2. Approve Resolution Authorizing City Manager to execute Exchange of Property Agreement.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Nonbinding Letter of Intent between the City and Insite Properties dated September 19, 2022, contemplated a good faith negotiation for the City's acquisition of three residential lots adjoining the Main Street Railroad Station intended for additional parking for the station and downtown. The negotiations ultimately included a swap of City-owned land for the Insite land. Insite requested the transfer of a small strip of City property at 415 South Main. This is desirable as Insite's adjoining multi-family property needs the strip for its parking lot. The swap would be favorable for the City as the three lots owned by Insite have a tax value of \$765,750.00 whereas the City-owned strip has an estimated value of \$62,000.00.

Fiscal Implications

This is a favorable exchange of valuable property.

Policy Issues

None.

Legal Issues

The transaction is compliant with G.S. 160A-271.

Recommendations and Alternate Courses of Action

1. **Motion to approve the Resolution (Recommended)**
2. Modify the Resolution
3. Do not adopt the Resolution
4. Continue to a future meeting.

Attachments

1. Resolution Approving Agreement for Exchange of Property (City-Kannapolis Property Owner, LLC)
2. Notice for Exchange of real property (City-Kannapolis Property Owner, LLC)
3. Exchange of Real Property Agreement (COK and KPO LLC)

**RESOLUTION
KANNAPOLIS CITY COUNCIL**

WHEREAS, the City of Kannapolis proposes to convey land owned by the City in a real property exchange transaction pursuant to North Carolina General Statute 160A-271 for conveyance of City's fee simple interest in a tract of land in exchange for a party's fee simple interest in three lots of land; and

WHEREAS, the exchange will be made with Kannapolis Property Owner, LLC; and

WHEREAS, the property being conveyed by the City is depicted as shown on the attached plat (the "Plat"); and

WHEREAS, the property being acquired by the City is depicted as Lots 1, 2 and 3, Block C, Kannapolis Subdivision, S.W., Section 1 (Map 20 at Page 39)

WHEREAS, City Council finds that the tax value of the property to be acquired by the City is \$550,000 and the value of the property being exchanged is equal to or less than the property being acquired.

WHEREAS, the proposed Agreement for the Exchange of Real Property is necessary and appropriate for this exchange transaction (the "Agreement") is attached to this Resolution.

WHEREAS, NCGS 160A-271 authorizes the City to make such an exchange if approved by the City Council by a Resolution adopted at a regular meeting upon at least 10 days' notice.

WHEREAS, the required notice of this exchange was published on November 3, 2023.

NOW, THEREFORE, BE IT RESOLVED, the City Manager is authorized and directed to execute the Agreement for the exchange contemplated herein and the documents and instruments necessary for the conveyance of the City property and acceptance of the exchanged property in accordance with this Resolution.

ADOPTED this 13th day of November, 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

PUBLIC NOTICE
EXCHANGE OF REAL ESTATE

Pursuant to North Carolina General Statute §160A-271, the City Council of the City of Kannapolis intends to authorize the exchange of certain city-owned property for certain property owned by Kannapolis Property Owner, LLC in Kannapolis, North Carolina.

The exchange involves the following tracts of real property:

The City's property is part of Tax Parcel 5613-58-8241 having an address of 415 S. Main Street, Kannapolis, North Carolina.

The Kannapolis Property Owner, LLC property is Lots 1, 2, and 3 of Kannapolis Subdivision, S.W., Section 1 (Map 20 at Page 39).

The tax value of the property being acquired by the City is \$550,000 and the value of the property being exchanged by the City is equal to or less than the property being acquired.

All persons interested in this exchange are invited to attend the meeting of the City Council to be held in the Kannapolis City Hall Laureate Center, 401 Laureate Way, Kannapolis, North Carolina 28081 at 4:30 p.m. on Monday, November 13, 2023. At that time the Council intends to authorize the exchange of the properties described above.

Persons with disabilities, non-English speaking persons or anyone who needs assistance and desires to attend the meeting should notify the Kannapolis Human Resource Director at (704) 920-4322 at least forty-eight (48) hours prior to the meeting or call the North Carolina Relay Number for the Deaf at 1-800-735-8262.

PUBLICATION DIRECTION

Publish as a Legal Ad: Publish on the following date: Friday, November 3, 2023

If this date is not acceptable or any problems, please contact immediately:

Bridgette Bell, MMD, NCCMC

City Clerk

City of Kannapolis

401 Laureate Way

Kannapolis, NC 28081

Phone: 704-920-4303

Fax: 704-933-7463

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

**AGREEMENT FOR THE
EXCHANGE OF REAL PROPERTY**

This AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY (the "Agreement") is made and entered this ____ day of November, 2023 (the "Effective Date") by and between the City of Kannapolis, a North Carolina municipal corporation ("City") and Kannapolis Property Owner, LLC, a North Carolina limited liability company ("KPO"). City and KPO may hereafter be individually or collectively referred to as the Party" or the "Parties".

WITNESSETH:

WHEREAS, KPO is the record owner of certain real property shown on the attached plat as Lots 1, 2 and 3 in Block C, "Plat of Kannapolis Subdivision, S.W., Section 1, The Property of Cannon Holding Company located in the City of Kannapolis, Cabarrus County, North Carolina all improvements and appurtenances thereto, if any, (the "KPO Property") a copy of which plat recorded in Map Book 20 at Page 39, Cabarrus Registry is attached hereto as Exhibit "A" and incorporated hereto as a part of this Agreement by reference (the "Plat"); and

WHEREAS, City is the record owner of that certain real property located in the City of Kannapolis, Cabarrus County, North Carolina, with all improvements and appurtenances thereto, if any, as shown on Exhibit B attached hereto and incorporated by reference (the "City Property"); and

WHEREAS, KPO and City have agreed that the simultaneous exchange the KPO Property for the City Property and the City Property for the KPO Property which will be transacted in the manner set forth, subject to and in accordance with the conditions and provisions set forth in this Agreement.

NOW, THEREFORE, upon valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of this Agreement, including the recited statements hereinabove and in further consideration of the premises and the respective agreements hereinafter set forth, the parties hereto agree as follows:

1. Exchange of Properties. KPO shall exchange with City fee simple title to the KPO Property for fee simple title to the City Property in accordance with the requirements of this Agreement. City shall exchange with KPO in fee simple title to the City Property for fee simple title to the KPO Property in accordance with the requirements of this Agreement.

2. Values of Exchanged Properties. The parties have determined and agreed that the City Property and the KPO Property together with all mutual exchanges and conveyances represent full and fair consideration and are otherwise in compliance with NCGS 160A-271. The KPO Property has a tax value of \$765,750.00 and the City Property has a value of \$61,884.00.

3. Closing; Closing Date. The closing of the exchange for the Property (the "Closing") shall take place at a mutually agreed upon location on or before the date that is thirty (30) days after the execution of this Agreement, but in any event not later than December 29, 2023. The date on which Closing occurs is referenced herein as the "Closing Date." In the event the date for the performance of any act or obligation under this Agreement falls on a Saturday, Sunday or holiday (as recognized by federal banking institutions), the date for such performance shall be automatically extended until the next day that is not a Saturday, Sunday or holiday.

4. Conditions Precedent to Closing.

4.1 Conditions in Favor of KPO. The obligation of KPO to close this Agreement shall be subject to the fulfillment of the following conditions precedent, all of which shall be satisfied by City or waived by KPO prior to Closing. City covenants and agrees that City shall undertake no action, and City shall not omit to take any action, for the period from and after the Effective Date and to the Closing that adversely affects any such condition as it exists as of the Effective Date, the breach of which shall constitute a default by City under this Agreement. The conditions are as follows:

4.1.1 Condition of Title. Title to the City Property shall be in such a condition as is consistent with the requirements of Section 5.6.2 hereof.

4.1.2 Exclusive Possession. The City Property shall be free of all tenants and occupants and City shall deliver exclusive possession thereof to KPO at Closing.

4.1.3 Delivery of City Deed and other Documents for Closing. City shall have delivered to KPO the documents described in Section 5.2.

4.2 Conditions in Favor of City. The obligation of City to close this Agreement shall be subject to the fulfillment of the following conditions precedent, all of which shall be satisfied by KPO or waived by City prior to Closing in a signed writing (a writing signed by an authorized signer or signers for City) prior to Closing. KPO covenants and agrees that KPO shall undertake no action, and KPO shall not omit to take any action, for the period from and after the Effective Date and to the Closing that adversely affects any such condition as it exists as of the Effective Date, the breach of which shall constitute a default by KPO under this Agreement. The conditions are as follows:

4.2.1 Condition of Title. Title to the KPO Property shall be vested in KPO and shall otherwise be in such a condition as is consistent with the requirements of Section 5.6.2 hereof.

4.2.2 Exclusive Possession. The KPO Property shall be free of all tenants and occupants and KPO shall deliver exclusive possession thereof to City at Closing.

4.2.3 Delivery of KPO Deed and other Documents for Closing. KPO shall have delivered to City the documents described in Section 5.1.

5. Closing Mechanics. In the event all conditions set forth in Section 4 have either been met or waived by the party for whose benefit such condition is set forth, the following provisions shall govern the Closing:

5.1 KPO Obligations. At or prior to Closing, KPO shall comply with the following obligations:

5.1.1 Delivery of Deed. At Closing, KPO shall deliver to City a good and sufficient special warranty deed (the "KPO Deed") for the KPO Property in form for recording, executed and acknowledged by KPO with all stamps required by state and local law in the proper amount affixed thereto by KPO at KPO's expense, so as to convey to City fee simple title to the KPO Property in a condition that is consistent with the requirements of Section 5.6.1.

5.1.2 Delivery of Lien Waiver Affidavit. At Closing, KPO shall deliver to City a standard owner's or lien waiver affidavit (including provisions stating that there are no parties in

possession of the KPO Property under unrecorded leases or otherwise) sufficient for City to obtain title insurance for the KPO Property free from all but the KPO Permitted Exceptions as defined in Section 5.7.1 below.

5.1.3 Other Documents. At Closing, KPO shall deliver to City such other documents as may reasonably be required by City or City's title insurer, including, without limitation, a nonforeign status affidavit sufficient to comply with Section 1445 of the United States Internal Revenue Code, such organizational or governing documents and resolutions as City's title insurer may require, and a closing statement that documents the costs and values ascribed to the Closing of this Agreement.

5.2 City Obligations. At or prior to Closing, City shall comply with the following obligations:

5.2.1 Delivery of Deed. At Closing, City shall deliver to KPO a good and sufficient special warranty deed (the "City Deed") for the City Property in form for recording, executed and acknowledged by City all stamps required by state and local law in the proper amount affixed thereto by City at City's expense, so as to convey to KPO fee simple title to the City Property in a condition that is consistent with the requirements of Section 5.6.1.

5.2.2 Delivery of Lien Waiver Affidavit. At Closing, City shall deliver to KPO a standard owner's or lien waiver affidavit (including provisions stating that there are no parties in possession of the City Property under unrecorded leases or otherwise) sufficient for KPO to obtain title insurance for the City Property free from all but the City Permitted Exceptions as defined in Section 5.6.2 below.

5.2.3 Other Documents. At Closing, City shall deliver to KPO such other documents as may reasonably be required by KPO or KPO's title insurer, including, without limitation, such organizational or governing documents and resolutions as KPO's title insurer may require, and a closing statement that documents the costs and values established for the Closing of this Agreement.

5.3 Adjustments. Real estate taxes and assessments for tax year 2023 shall be paid by City. Any back taxes assessed for any year prior to the year in which Closing occurs shall be paid in full by Seller at Closing, including all delinquent and interest charges.

5.4 Costs. Each party shall pay for the preparation of the deed conveying their respective properties to the other party and the transfer stamps related thereto. Each party shall also pay the costs of recording any deed for the property received, title insurance, local jurisdiction land use planning fees and costs, as well as each party's own expenses and attorney fees.

5.5 Brokers. KPO and City represent to each other that neither party has engaged the services of a real estate broker or agent in negotiating or consummating the Closing of the exchange of the KPO Property and the City Property as set forth herein, and each party hereby indemnifies and holds the other harmless from and against any claims for commissions together with any costs and reasonable attorneys' fees incurred by the non-indemnifying party in defending against such claims, resulting from any breach of the representations of the indemnifying party set forth herein. The foregoing indemnity shall survive Closing.

5.6 Condition of Title.

5.6.1 Condition of Title for the KPO Property. Except as set forth in the last sentence of this Section 5.6.1, at Closing, KPO shall deliver the KPO Property to City free of all liens, claims, encumbrances and other exceptions to title, including, without limitation, all deeds of trust, mechanics' liens, judgments or any other defects which may be cured by the application of money (collectively, "Lien Defects") and parties in possession of any portion of the KPO Property, whether or not such possession is evidenced by a recorded or unrecorded lease (the "Possessory Defects"). It is the intention of the parties that Lien Defects and Possessory Defects shall automatically qualify as objections to title to the KPO Property that will be paid, discharged or released by KPO at or before Closing. Notwithstanding the foregoing requirement, the following exceptions to title (the "KPO Permitted Exceptions") shall not constitute exceptions to title to the KPO Property to which City may object: (i) applicable zoning ordinances; (ii) the lien for real property taxes not yet due and payable; (iii) easements for public utilities, whether the same are specific or blanket easements; (iv) any portion of any public right-of-way that is located within the KPO property; (v) existing easements to which the Parties executed one to the other; and (vi) any recorded restriction, covenant or reversionary provision and all other matters of public record.

5.6.2 Condition of Title for the City Property. Except as set forth in the last sentence of this Section 5.6.2, at Closing, City shall deliver the City Property to KPO free of all liens, claims, encumbrances and other exceptions to title, including, without limitation, Lien Defects and all Possessory Defects. It is the intention of the parties that Lien Defects and Possessory Defects shall automatically qualify as objections to title to the City Property that will be paid, discharged or released by City at or before Closing. Notwithstanding the foregoing requirement, the following exceptions to title (the "City Permitted Exceptions") shall not constitute exceptions to title to the City Property to which KPO may object: (i) applicable zoning ordinances; (ii) the lien for real property taxes not yet due and payable; (iii) easements for public utilities, whether the same are specific or blanket easements; (iv) any portion of any public right-of-way that is located within the boundary of the City property; (v) existing easement to which the Parties executed one to the other; and (vi) any recorded restriction, covenant or reversionary provision and all other matters of public record.

5.6.3 Hazardous Substances and Materials. The Parties have waived any obligation, each from the other, to provide a Phase 1 Environmental Assessment.

6. Representations and Warranties.

6.1 Representations and Warranties of KPO. KPO makes and agrees with City to the following representations and warranties, all of which are true and correct as to the matters set forth therein as of the date hereof and unless otherwise disclosed to City in writing prior to Closing shall be true and correct on the Closing Date, and all of which, unless otherwise specified, shall survive the Closing for a period of one (1) year:

6.1.1 Title and Authority. At Closing, KPO shall own fee simple, marketable title to the KPO Property, subject only to the KPO Permitted Exceptions. KPO has the right, power and authority to enter into this Agreement and the persons executing this Agreement on behalf of KPO have authority to do so. KPO has the right, power and authority to convey the KPO Property to City in fee simple absolute.

6.1.2 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, will not, with or without the giving of notice or passage of time or both: (i) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under: (x) any

judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon KPO or any of its properties or assets; (y) the articles of incorporation, by-laws, duly adopted resolutions or any other corporate governance document of KPO; or (z) any instrument or agreement to which KPO or its properties may be bound or relating to or affecting all or any portion of the KPO Property; or (ii) result in any lien, claim, encumbrance or restriction on the proceeds of the sale of all or any portion of the KPO Property or on any of the properties or assets of KPO.

6.1.3 No Property Interests. No person, firm or entity other than City has any rights to acquire or to lease all or any portion of the KPO Property, or otherwise to obtain any interest therein and there are no outstanding options, rights of first refusal or negotiation, rights of reverter or rights of first offer relating to all or any portion of the KPO Property, or any interest therein.

6.1.4 No Violations. KPO has not received notice of: (i) any violations (collectively, "Violations", and individually, a "Violation") of any applicable local, state or federal law, municipal ordinances or regulations, orders, rules or requirements of any federal, state or municipal department or agency having jurisdiction over or affecting the KPO Property, or the construction, management, ownership, maintenance, operation, use, improvement, acquisition or sale thereof, including, without limitation, building, health and environmental laws, regulations and ordinances, and equal access opportunity laws, regulations and ordinances (collectively, "Legal Requirements") whether or not officially noted or issued; or (ii) any condition relating to the KPO Property that would constitute a Violation of any Legal Requirements. KPO shall provide City with notice of any Violations of any Legal Requirements of which KPO obtains notice or knowledge between the Effective Date and the Closing Date.

6.1.5 Environmental Matters. In connection with the KPO Property, KPO has not generated, used, transported, treated, stored, released or disposed of, or to its actual knowledge, without independent investigation, has suffered or permitted anyone else to generate, use, transport, treat, store, release or dispose of any hazardous substance or hazardous materials in violation of any Legal Requirements, and, to KPO's actual knowledge, without independent investigation, there has not been any generation, use, transportation, treatment, storage, release or disposal of any hazardous substance or hazardous materials by any party in connection with the ownership, operation, maintenance or occupancy of the KPO Property that has created or might reasonably be expected to create any liability under any Legal Requirements or which would require any reporting to or notification to any federal, state or local governmental entity.

6.1.6 Pending Actions or Investigations. To KPO' actual knowledge, without independent investigation, there are no actions, suits, proceedings, claims, orders, decrees or judgments affecting KPO, its businesses, prospects or conditions (financial or otherwise), or the KPO Property, or relating to or arising out of the ownership of the KPO Property, or any portion of the KPO Property, that are pending or have been prosecuted in any court or by or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

6.2 Representations and Warranties of City. City makes and agrees with KPO to the following representations and warranties, all of which are true and correct as to the matters set forth therein as of the date hereof and unless otherwise disclosed to KPO in writing prior to Closing shall be true and correct on the Closing Date, and all of which, unless otherwise specified, shall survive the Closing for a period of one (1) year:

6.2.1 Authority. Both parties have the right, power and authority to enter into this Agreement and the persons executing this Agreement on behalf of each party have authority to do

so. As of the Closing Date, City shall have the right, power and authority to convey the City Property to KPO in fee simple absolute. A copy of the Resolution of Kannapolis City Council authorizing this transaction is attached hereto as Exhibit "C".

6.2.2 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, will not, with or without the giving of notice or passage of time or both: (i) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under: (x) any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon either party or any of its properties or assets; (y) the articles of incorporation, bylaws, duly adopted resolutions of the members or the board of directors or any other corporate governance document; or (z) any instrument or agreement to which either party or its properties may be bound or relating to or affecting all or any portion of the property subject to this transaction; or (ii) result in any lien, claim, encumbrance or restriction on the proceeds of the sale of all or any portion of the properties or assets of either party.

6.2.3 No Property Interests. No person, firm or entity other than KPO has any rights to acquire or to lease all or any portion of the City Property, or otherwise to obtain any interest therein and there are no outstanding options, rights of first refusal or negotiation, rights of reverter or rights of first offer relating to all or any portion of the City Property, or any interest therein.

6.2.4 No Violations. City has not received notice of: (i) any violations (collectively, "Violations", and individually, a "Violation") of any applicable local, state or federal law, municipal ordinances or regulations, orders, rules or requirements of any federal, state or municipal department or agency having jurisdiction over or affecting the City Property, or the construction, management, ownership, maintenance, operation, use, improvement, acquisition or sale thereof, including, without limitation, building, health and environmental laws, regulations and ordinances, and equal access opportunity laws, regulations and ordinances (collectively, "Legal Requirements") whether or not officially noted or issued; or (ii) any condition relating to the City Property that would constitute a Violation of any Legal Requirements. City shall provide KPO with notice of any Violations of any Legal Requirements of which City obtains notice or knowledge between the Effective Date and the Closing Date.

6.2.5 Environmental Matters. In connection with the City Property, City has not generated, used, transported, treated, stored, released or disposed of, or to its actual knowledge, without independent investigation, has suffered or permitted anyone else to generate, use, transport, treat, store, release or dispose of any hazardous substance or hazardous materials in violation of any Legal Requirements, and, to City's actual knowledge, without independent investigation, there has not been any generation, use, transportation, treatment, storage, release or disposal of any hazardous substance or hazardous materials by any party in connection with the ownership, operation, maintenance or occupancy of the City Property that has created or might reasonably be expected to create any liability under any Legal Requirements or which would require any reporting to or notification to any federal, state or local governmental entity.

6.2.6 Pending Actions or Investigations. To City's actual knowledge, without independent investigation, there are no actions, suits, proceedings, claims, orders, decrees or judgments affecting City, its businesses, prospects or conditions (financial or otherwise), or the City Property, or relating to or arising out of the ownership of the City Property, or any portion of the City Property, that are pending or have been prosecuted in any court or by or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

7. Miscellaneous Provisions.

7.1 Binding Effect. This Agreement and all covenants, terms, conditions, warranties, and undertakings contained herein, and all amendments, modifications and extensions hereof, as applicable, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

7.2 Survival of Terms. Except as specifically set forth elsewhere in this Agreement, the provisions of this Agreement shall not survive the execution and delivery of the KPO Deed and the City Deed and shall be merged into such instruments.

7.3 Final Agreement. This Agreement contains the final and entire agreement between the parties, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

7.4 Amendment. This Agreement shall not be modified except by instrument in writing executed by the parties hereto.

7.5 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other must be in writing. All notices, demands and requests by KPO or by City shall be sent by overnight delivery by a nationally-recognized carrier that can and shall provide proof of delivery (in which event the delivery date of such notice shall be the date of receipt by the addressee) addressed as follows, or to such other address as a party may specify by duly given notice:

If to KPO:

Kannapolis Property Owner, LLC
c/o Insite Properties, LLC
1213 West Morehead Street, Suite 150
Charlotte, North Carolina
Attn: Jay Blanton

With Copy to:

Kirk Palmer & Thigpen, P.A.
1300 Baxter Street, Suite 300
Charlotte, North Carolina 28204
Attn: Brian Holofchak
Telephone: 704-927-9251

If to City:

Michael B. Legg
City Manager
401 Laureate Way
Kannapolis, North Carolina 28081
Telephone: 704-920-4309

With Copy to:

Walter M. Safrit, II
City Attorney
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Telephone: 704-920-4370

7.6 Assignment. Neither party shall have the right to assign its rights under this Agreement without the prior written consent of the other party.

7.7 Governing Law. This Agreement shall be governed by, and construed and interpreted under, the laws and judicial decisions of the State of North Carolina.

7.8 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to each other. Facsimile signatures and portable document format (“pdf”) signatures shall operate to bind the party to this Agreement whose signature has been faxed or e-mailed as a pdf image to the other party.

7.9 Remedies for Default. In addition to such other remedies as may be specified in this Agreement and that may be available at law or in equity, in the event that either party fails to perform under this Agreement, including either party’s failure to consummate the exchange of the properties under the terms stated in this Agreement, then it is the parties’ express intent that specific performance of this Agreement is an appropriate remedy.

7.10 Effective Date. The Effective Date of this Agreement shall be the date first appearing hereinabove.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, KPO and City have caused this Agreement to be duly executed as of the date and year first above written.

Kannapolis Property Owner, LLC

By: Insite Properties, LLC, its Manager

By: _____

Name: James C. Blanton

Title: Manager

CITY OF KANNAPOLIS:

Michael B. Legg
City Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Brian Roberts
City of Kannapolis Finance Officer

(Date)

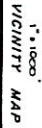
EXHIBIT "A"
to
Agreement for the Exchange of Real Property
Between

CITY OF KANNAPOLIS

and

KANNAPOLIS PROPERTY OWNER, LLC

The Plat
(1 Page Attached)



James D. C. President

NOTARY
SEAL

The foregoing statement of the
 Deputy Public, in pursuance of the Statute, is
 made in accordance with the provisions of the
 Statute, and is true and correct to the best of
 the knowledge of the Deputy Public.

Attest: _____
 Deputy Public.

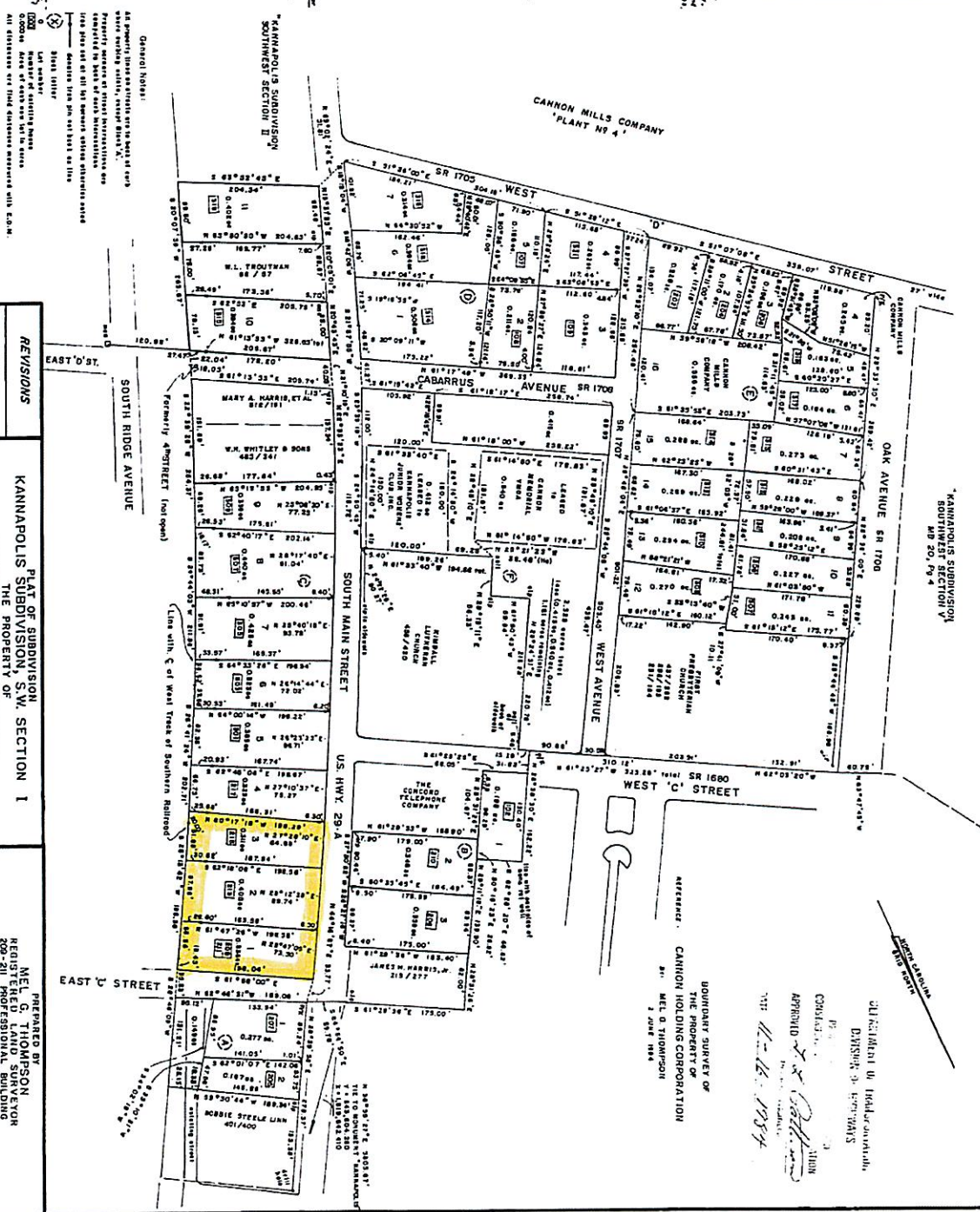
Witness my hand and seal of office this _____ day of _____ 19____.

 Mayor of the City of New York.

The Governors Excess Board of Commissioners approved
provided that this grant is awarded with the English
within ninety (90) days or approved.
11-15-84 *[Signature]*
DATE
CH. MAN. BOARD OF COMMISSIONERS

The property shown on this plot is not the subject of this deed and is shown by map no. 310034-0083. B.
effective date 8 MAY, 1981 as indicated by
C1000 INSURANCE RATE MAP

Map Book 20 Page 39



REVISIONS 50 0 100 SCALE		PLAT OF SUBDIVISION KANNAPOLIS SUBDIVISION, S.W. SECTION 1 THE PROPERTY OF CANNON HOLDING CORPORATION		PREPARED BY MEL G. THOMPSON REGISTERED PROFESSIONAL SURVEYOR 209-211 KANNAPOLIS, NC. 28091 1-704-858-4661		FIELD BOOK DRAWING NO. 1 - "111"	
TOWNSHIP: N 4 STATE: NORTH CAROLINA ZONE: TAX MAP: PARCEL:		COUNTY: CABARRUS		DATE: OCT. 1984 SCALE: 1" = 100' CHECKED & CLOSURE BY: M. G. T.		SURVEYED BY: M.G.T. DRAWN BY: J.R.S.	

EXHIBIT "B"

City Property
(1 page)

N.C. GRID per
top Book 20, Page 2
per Reference # 1

I hereby certify that this map is exempt from subdivision regulations of the City of Kansas as to its exclusion from the definition of a subdivision as established by MGCS 1603-801A.

[illegible]

LEGEND

Utility Pole	Q ₁
Greenhead Wire	OW
Surveyed Boundary	---
Sanitary Sewer Line	---
Water Main Line	---



**AMERICAN
LAYOUT
& LAND SURVEYING, INC.**

100 SOUTH HAWTHORNE
KANSAS CITY, MO 64114
TEL: (816) 731-8100

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www.americanlayoutfora.usa

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CONSTRUCTION SURVEYING**
www.americanurveyors.us

www.nationalsurveyofrds.us

NEW Aged Oil Product is
24,879± S.F. or 0.571± Acres

Area of Impact transferred is 7.365342± S.F. or 0.169± Acres

New Area of Tract is 58,940± S.F. or 1.353± Acres

NOTES

1) No option of title is implied or certified by the information shown on this plot. Subject and adjoining property owner's names, details of record, and tax parcel identifications reflect those available to this survey as of the date of survey shown.

2) This property is subject to the maintenance of any public utilities not evident and to any rights of way easements, or agreements of record prior to or at date of survey.

3) As of the date (10/25/2023) of this SURVEY this property does not lie in a Special Flood Hazard Zone

VERSION NUMBER: 2.3.32
WAP NUMBER: 3710051500K
WAP RT WSD: NONE/DATE 15, 2018
Published by: Federal Emergency
Management Agency
4) Property lies in City of Minneapolis
Zoning District: CC
WHEN BUILDING SETBACK ARI
AS FOLLOWS: FRONT - WAP TO FT.
SIDE - NONE
REAR - NONE

5) (MCT #91 04 19 & #95 06 04) refers to previous surveys by Mel C. Thompson.

1. MAIL BOOK 20, PAGE 39
2. DEED BOOK 16229, PAGE 0171.

3. MAP BOOK 19, PAGE 99.

4. DEED BOOK 2408, PAGE 142.

ALL DOCUMENTS PREPARED BY AMERICAN 1

REPRESENTED TO BE SUITABLE FOR REUSE, VERIFICATION OR ADAPTATION BY AMERICAN LIABILITY OR LEGAL EXPOSURE TO AMERICAN DAMAGES, LOSSES, AND EXPENSES ARISING

WEST "D" STREET
SOUTH MAIN STREET (U.S. HIGHWAY 29-A)
N 172471 E 288.17' (New Distance)
1827.1' (Existing Distance)

State of North Carolina, Cabarrus County

I, MELBA H. HARRISON, certify that this document was drawn under my supervision, that the information on which it was based was obtained under my supervision, that the ratio of precision is 1 : 100,000, that the boundaries that I surveyed are shown as herein being pulled from information found in documents of record in this State wherein, that this said and prepared in accordance with U.S. 47 - 50 as amended. Witness my right hand and signature, registration number and seal this _____ day of _____, 2022.

J. M. L. G. THOMPSON, *entry to*
G.S. 47-50 (1)(11-a) "This survey is of another category, such a

the recombination of existing parcels, a court
other exception to the definition of subdivision.

WEL G THOMPSON, P.L.S. (L-2484)

SERVICE IN RESPECT OF THE PROJECT

PRODUCT OR ON ANY OTHER PRODUCT.
PURPOSE INTENDED WILL BE AT ONE
NEWLY AND HOLD HARVESTS MEING

CERTIFICATE OF REVIEW OFFICER
State of North Carolina
County of CARRBOROUGH

_____ Review Officer of CARRBOROUGH County, North Carolina, hereby certifies that the map or plan to which this certification is attached meets all statutory requirements for recording.

DATE _____

Review Officer _____

CARRBOROUGH COUNTY, NORTH CAROLINA

Fined for registration at _____ Office _____ N _____
and registered in _____
Book _____ Page _____
John Brantley, Register of Deeds
BY _____ ASST/DEPUTY

GRAPHIC SCALE

(4) **EXPERT SUBDIVISION OF INFORMATION.** The Planning Director shall enter onto the plot or other instrument, as applicable, the Planning Director's signed certification that the proposed division of land not proposed as a subdivision subject to approval by the City on determining that the proposed division is any of the following:

(a) The proposed division is one of the following:

- (i) The proposed division is a subdivision of previously subdivided lots;
- (ii) The proposed division is a subdivision of land that is not previously subdivided and the total number of lots is not increased and the resulting lots are equal to or exceed the standards in Article 6, Subdivision Standards

EXEMPTION PLAT
RECOMBINATION SURVEY

PREPARED FOR
319 & 415 SOUTH MAIN STREET
PIN# 56135882410000
&
PIN# 56135870810000

SITUATED IN
TOWNSHIP #4, CABARRUS COUNTY,
CITY OF KANNAPOLIS, NORTH CAROLINA

[illegible]

ME G. Thompson, R.L.S. (L-2484)

SHEET 1 OF 1

EXHIBIT "C"
to
Agreement for the Exchange of Real Property
Between

CITY OF KANNAPOLIS

and

KANNAPOLIS PROPERTY OWNER, LLC

Proposed Resolution – Kannapolis City Council
(1 Page)

**RESOLUTION
KANNAPOLIS CITY COUNCIL**

WHEREAS, the City of Kannapolis proposes to convey land owned by the City in a real property exchange transaction pursuant to North Carolina General Statute 160A-271 for conveyance of City's fee simple interest in a tract of land in exchange for a party's fee simple interest in three lots of land; and

WHEREAS, the exchange will be made with Kannapolis Property Owner, LLC; and

WHEREAS, the property being conveyed by the City is depicted as shown on the attached plat (the "Plat"); and

WHEREAS, the property being acquired by the City is depicted as Lots 1, 2 and 3, Block C, Kannapolis Subdivision, S.W., Section 1 (Map 20 at Page 39)

WHEREAS, City Council finds that the tax value of the property to be acquired by the City is \$550,000 and the value of the property being exchanged is estimated to be \$61,884.00.

WHEREAS, the proposed Agreement for the Exchange of Real Property is necessary and appropriate for this exchange transaction (the "Agreement") is attached to this Resolution.

WHEREAS, NCGS 160A-271 authorizes the City to make such an exchange if approved by the City Council by a Resolution adopted at a regular meeting upon at least 10 days' notice.

WHEREAS, the required notice of this exchange was published on November 3, 2023.

NOW, THEREFORE, BE IT RESOLVED, the City Manager is authorized and directed to execute the Agreement for the exchange contemplated herein and the documents and instruments necessary for the conveyance of the City property and acceptance of the exchanged property in accordance with this Resolution.

ADOPTED this 13th day of November, 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



To: Mayor and City Council
From: Mike Legg, City Manager
Subject: **BID AWARD AND BUDGET ORDINANCE** - Ballpark Player Development License (PDL) Improvements

Action Requested by City Council

Award Bid to GCL Development and adopt a Budget Ordinance (24-24) to fund the Player Development License (PDL) Ballpark improvements as required by Major League Baseball (MLB)

Required Votes to Pass Required Action

Majority Present at Meeting

Background

In March 2023, staff shared with City Council information about the organizational shift between Major League Baseball (MLB) and Minor League Baseball (MiLB) that resulted in MLB assuming control of the organization and oversight of the Baseball Minor Leagues. MLB then announced an initiative to contract or eliminate a substantial number of minor league franchises that were either poor performing organizations or were operating in sub-standard stadiums. As a result of this initiative, approximately 40 franchises were eliminated (mostly in the Florida rookie leagues) and a new licensing process was announced. Each minor league franchise would be granted a Player Development License (PDL); essentially a contract with MLB to develop players who, hopefully, one day would make it to the Major Leagues. As a part of this process, MLB contracted with a private 3rd party to assess and score every minor league stadium. The company; Ewing Cole, completed the Atrium Health Ballpark assessment in Kannapolis on August 12th, 2022.

This process “scored” every facility on every facet of stadium operations and issued penalty points to the franchise for any perceived deficiencies. For Atrium Health Ballpark, there were 42 deficiencies, earning a total of 102 penalty points. These items ranged from field issues like the pitcher’s mound not being high enough, to insufficient field lighting, to below the bowl issues like insufficient commissary space for the teams. The Cannon Ballers have corrected all the on-field improvements and batting tunnel/dugout improvements. Tonight’s action will improve all the necessary facility modifications, except the field lighting (which could be delayed for several years). The necessary modifications being made to the ballpark are as follows: Creating separate facilities for female staff (umpires and coaches), each with direct access to the field.

1. Adding commissary space for the home and visitor locker rooms.
2. Adding space in the training and coaching areas.

The penalty for not meeting the thresholds is the potential revocation of the team’s franchise. Keep in mind that it is the goal of Major League Baseball to reduce the number of minor league franchises, so they aren’t concerned with the hardships that these requirements impose. MLB placed the

responsibility for the ballpark improvements on the individual minor league franchises. Our lease agreement with Temerity Baseball addresses how a situation like this would be handled, and in most cases, the cost burden of most of these improvements is the responsibility of the City.

The CapEx Fund, set up for Capital Improvements and unexpected expenses, has \$413,627 available to handle most of the costs; however, there is an appropriation of fund balance required.

In March 2023, the cost for improvements was estimated \$425,000 +/- . Bids were solicited this fall and opened on October 24, 2023. There were five bids submitted. All the bid submittals are listed below for reference. There is also an allowance required for the anticipated \$50,000 work.

GCL Development - \$540,000 (base bid) + \$50,000 allowance for a total winning bid of \$590,000

Other bids were:

- Ikes Construction \$680,000
- Swinerton \$730,000
- Miles-McClellan Construction \$764,000
- R.J. Leeper Construction, LLC \$952,667

The budget ordinance also funds the design and construction management costs of Creech and Associates (\$59,000). The total cost of PDL Ballpark Improvements is estimated at \$649,000 with \$413,627 coming from Cap Ex and the remaining coming from fund balance (\$235,373). This is accounted for in the City's long range financial plan.

Fiscal Implications

Funding via Ballpark CapEx Fund and Fund Balance (cash reserves) is recommended to fund the improvements.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to award bid to GCL Development (Recommended)**
2. **Motion to adopt Budget Ordinance (24-24) appropriating Fund Balance (cash reserves) to fund the Player Development License (PDL) Ballpark improvements**
3. Take no action.
4. Table to a future meeting (risk of bids expiring and delay in completing improvements before the start of the 2024 Baseball season)

Attachments

1. 2023-11-03 Bid Certification - CA Signed
2. Cap Ex Funding

November 3, 2023

Jerome Blakeney
General Services Director
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

Re: **Architecture Recommendation for Award of Construction Contract**
City of Kannapolis – Atrium Ballpark Renovation

Scott,

On October 24, 2023, at 2:00 PM bids were received for a Stipulated Lump Sum Single Prime for General Construction for the Atrium Ballpark Renovation Project. Five (5) bids were received from general contractors and read out loud publicly. The bid form included a Total Base Bid and zero (0) alternates in addition to the required backup required per the construction documents.

Since there were more than three (3) bidders with no irregularities, all bids were allowed to be read out loud. This was the first time bid opening for this project. Of the five (5) bids received, GCL Development LLC is the apparent low bidder. Upon review of GCL complete bid submittal, we found no inconsistency with the Total Value of minority business contracting dollar amount, and the information regarding the HUB businesses they had listed. The total base bid is the total amount of \$540,000.00.

GCL Development LLC bid submittal and required supporting documents appear to be complete and responsive. There needs to be an allowance for tying into the Building Automation System and the balancing of the overall system once the new construction is completed. The amount of the allowance should be the amount of \$50,000.00. Therefore, based upon this information, and pending their ability to provide the required bonds, our firm makes a recommendation to the City of Kannapolis for the award of a construction contract to GCL Development LLC for the amount of \$590,000.00. The supporting Bid Tabulation is attached as well as the bid form and the supporting documentation.

Very Truly Yours:
Creech & Associates, PLLC



John Crawford, AIA, CDT
Partner
Cc: File

BID INFORMATIONName of Bidder: GCL DevelopmentDate: 10/24/23

Project Name: Atrium Ballpark Renovation

Owner: City of Kannapolis

Owner Project Number: IFB # Atrium Ballpark Renovation Bid

Designer: Creech and Associates

Designer Project Number: 2022-053

CERTIFICATIONS OF BASE BID

The undersigned Bidder, hereby declares that he has carefully investigated the scope of work and having thoroughly familiarized himself with the Contract Documents relative hereto, and has read all special provisions furnished prior to the opening of the bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his sub-contractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by N.C. General Statute 143-129(j).

The bidder proposes and agrees if this proposal is accepted, to contract with the City of Kannapolis, in the form of contract specified, to provide all necessary labor, equipment, materials, machinery, tools, apparatus, transportation, services, fees, permits, etc., to complete the construction the Atrium Ballpark Renovation Project, all in accordance with the aforementioned Contract Documents to the full and entire satisfaction of the City of Kannapolis, with definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents for the lump sum of:

Provide \$15,000 contingency to your base bid number below as an owner contingency allowance and provide a Total Base Bid Price. Any funds not used from this allowance will deducted from the overall contract in the final payment application.

BASE BID PRICE:

Five hundred twenty five thousand twenty five Dollars (\$ 525,000).

TOTAL BASE BID PRICE WITH OWNER CONTENGENCY:

Five hundred forty thousand Dollars (\$ 540,000).

SUB-CONTRACTOR LIST:

The following shall execute subcontracts with the Bidder for the portion of the work indicated:

Finishes Sub-Contractor (Name & License No.):

N/A License No. _____

Partition Sub-Contractor (Name & License No.):

N/A License No. _____

Fire Protection Sub-Contractor (Name & License No.):

Wayne Fire License No. 29745

Plumbing Sub-Contractor (Name & License No.):

United Plumbing License No. 7971

Electrical Sub-Contractor (Name & License No.):

J.R. Ritchie Electric License No. 14627

Mechanical Sub-Contractor (Name & License No.):

Garmon Mechanical License No. 11602**TIME OF COMPLETION**

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work by March 9th, 2024.

LIQUIDATED DAMAGES:

The undersigned further agrees, stipulates, and fixes as Liquidated Damages if delayed, but not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** per calendar day that the undersigned together with the undersigned's surety shall pay the Owner for each calendar day or part thereof that expires after the date specified for the substantial completion of the work and until the Work is Substantially complete. By bidding, the undersigned hereby agrees to be responsible for liquidated damages.

BID SECURITY:

Accompanying this proposal is a bid security five percent (5%) of the Total Bid Price Sum in accordance with Instructions to Bidders in the form of (check one):

- ☒ Bid Bond (AIA Document A310-2010), or
- ☐ Cash, or
- ☐ Cashier's Check, or Certified Check.

RECEIPT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda which will be considered as part of the contract Documents:

Addendum No. <u>1</u>	Dated <u>10/11</u>	Addendum No. <u>2</u>	Dated <u>10/18</u>
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

MBE INFORMATION:

Acknowledgement and submittal of MBE information is included with this Proposal: ☒ Yes ☐ No

CONTRACTOR'S LICENSE:

The undersigned further states that it is a duly licensed contractor for the proposed work in the State of North Carolina, and that all fees, permits, etc. pursuant to submitting this proposal have been paid in full.

ACKNOWLEDGEMENT AND REPRESENTATIONS:

If notice of acceptance of this bid is given to the undersigned within 90 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver an Agreement in the prescribed form promptly after it has been presented to him for signature. Certificates of Insurance and Performance and Payment bonds shall be furnished to the Owner at the execution of this agreement and as required by North Carolina General Statutes.

Upon request of the Owner, the undersigned bidder agrees to submit evidence in affidavit form of applicable experience, adequate financial resources, work in hand capacity, adequate organization, and acceptable past performance. Submittal will be in the form of AIA Document A305 Contractor's Qualification Statement. Bidder's qualifications information shall be considered confidential.

The undersigned bidder certifies that neither he/she, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in conjunction with this bid. The person signing this bid form represents that he/she has full authority and representative capacity to execute this Bid Form in the capacity indicated below.

The undersigned agrees that in the case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the Project, as liquidated damages for such failure; otherwise, the certified check, cash or bid bond accompanying the Proposal shall be returned to the undersigned.

The undersigned bidder agrees that they are expected to act as Project Expediter and coordinate work of all other contractors.

The firm signing this bid and registered under that name is legally qualified to perform all work included in the scope of the contract as determined by the State of North Carolina, in granting the registration.

PROPOSAL SIGNATURE:

Respectfully submitted this 24th day of October, 2022.

GCL Development

(Name of firm or corporation making bid)

By: Gerald C. Loftis Jr.
Signature and Typed Name

Title: President

Address of Bidder: 761 Dale Earnhardt Blvd
Kannapolis, N.C. 28081

Bidders N.C. Contractor License No. 57228

Type of License: Builder

Limitations: unlimited

Attest:

By: Erica Lofto

Title: Member / Manager

END OF DOCUMENT 00 41 13

1.1 GENERAL CONDITIONS

- A. The required Bid Security form for the Project is AIA Document A310-2010 Bid Bond.
- B. The Bidder shall obtain the form, complete and submit with the Bid.
- C. Copies of AIA standard forms may be obtained from:
 - 1. American Institute of Architects, Charlotte, NC: 704.377.3610.

END OF DOCUMENT 00 43 13

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina AFFIDAVIT A – Listing of Good Faith EffortsCounty of CabarrusAffidavit of GCL Development, LLC (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

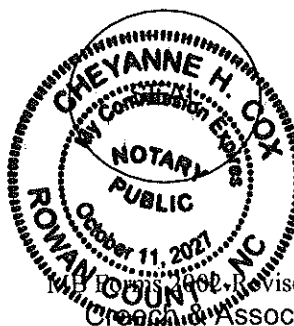
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- ☐ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 10/24/23 Name of Authorized Officer: Gerald C. Lotz Sr.
 Signature: [Signature]
 Title: President



State of N.C., County of Cabarrus
 Subscribed and sworn to before me this 24 day of Oct 2023
 Notary Public Cheyenne H. Cox
 My commission expires 10.11.2027

Bid Bond**CONTRACTOR:***(Name, legal status and address)***GCL Development LLC****1110 NC 153 Hwy, China Grove, NC 28023****(704) 856-1114****SURETY:***(Name, legal status and principal place of business)***Lexington National Insurance Corporation****Post Office Box 6098 Lutherville, MD 21094****4106250800****OWNER:***(Name, legal status and address)***City of Kannapolis****401 Laurette Way****Kannapolis****NC 28081****BOND AMOUNT:**Not to Exceed: **Twenty-six Thousand Five Hundred** (**\$26,500.00**) Dollars**PROJECT:***(Name, location or address, and Project number, if any)***Atrium Ballpark Renovation****1 Cannon Baller Way, Kannapolis, NC 28081**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **24th** day of **October**, **2023**

(Signature)
(Witness)

(Signature)
Nick Brady
(Witness)

GCL Development LLC
(Signature) *(Seal)*

Member / Manager
(Title)

Lexington National Insurance Corporation
(Signature) **David Gonsalves**

Attorney In Fact
(Title)



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

David Gonsalves and Jackson Cromer

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$1,500,000 or less. This Power of Attorney is void if used for any bond over that amount.

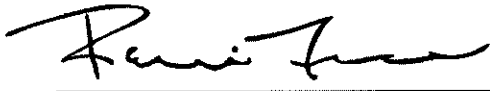
This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, President



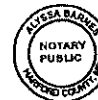
State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24


Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 24th day of October, 2023.

Corporate Seal:


Lisa R. Slater, Secretary

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023
AND ENDING JUNE 30, 2024
Amendment # 24-24**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 13th day of November 2023, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024, is hereby adopted:

Description: This budget amendment funds the remaining construction estimate for improvements to the Atrium Health Ballpark. Bids came in at \$540,000 (includes contingency) with allowance of \$50,000 for the building automation system and an additional 10% in consultants. The majority of this funding is coming from capital expenditure funding, but additional fund balance is needed to fund these remaining improvements.

SECTION I– GENERAL FUND

Revenues:

Increase – Fund Balance Appropriated Revenue: 19900-39900	\$235,373
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Expenditure: Increase – Capital Improvements Expenditure: 15200-59400	\$176,373
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Expenditure: Increase – Consultants Expenditure: 15200-48300	\$59,000
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This ordinance is approved and adopted this 13th day of November 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk